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LONDON, DECEMBER 3, 1910.

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copies should be kept of all articles sent by writers who are not on  
the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name  
of the writer.

Annual Subscription, 26s., by post 28s., half-yearly and quarterly  
in proportion.

## Contents.

CURRENT TOPICS.....	85	LAW STUDENTS' JOURNAL.....	94
WHEN EXECUTORS BECOME TRUSTEES.....	88	STAMP DUTY ON PREMIUM LEASE- HOLDS.....	95
ACTIONS IN TORT AGAINST MARRIED WOMEN.....	89	LEGAL NEWS.....	96
REVIEWS.....	90	COURT PAPERS.....	96
CORRESPONDENCE.....	91	WINDING-UP NOTICES.....	96
POINTS TO BE NOTED.....	91	CREDITORS' NOTICES.....	97
SOCIETIES.....	94	BANKRUPTCY NOTICES.....	98

## Cases Reported this Week.

Briscoe, Re, Royds v. Briscoe.....	93
Douglas v. Sanderson.....	94
East v. Bennett Brothers (Lim.).....	92
Harding, Re, Drew v. St. Thomas' Hospital.....	93
Lawrence & Porter, Re, Ex parte The Official Receiver.....	94
Lovell v. Christmas.....	92
Saqui & Lawrence v. Stearns.....	91

## Current Topics.

## Criminal Appeal to House of Lords.

WITH REFERENCE to the case of *Rex v. Ball*, dealt with in  
our issue of the 19th of November, under the heading "A Gap  
in the Criminal Appeal Act," we now learn that the appeal by  
the prosecution against the quashing of the conviction in the  
Court of Criminal Appeal is to proceed. The appeal has been  
entered, and, on the application of the Crown, Thursday, the  
15th of December, has been fixed for the hearing.

## Business in the King's Bench Division.

THE ADDITION of two judges to the King's Bench Division  
and the succession of two others to fill recent vacancies have  
raised hopes for an increase in the despatch of business in the  
jury and non-jury courts. But the newly-appointed judges  
have been engaged on the circuits, and the special jury courts  
appear to be principally occupied with the trial of cases which  
are much in favour with newspaper reporters, but are prolonged  
to an extent which must seriously incommode those who are  
waiting for their turn. One action for defamation has dragged  
its slow length along for many days; there is, we believe, a  
prospect of other trials of the same description, and it is not  
impossible that the whole subject of actions for defamation may  
attract the attention of the Legislature.

## Insurance of Election Petitions.

WE READ that one of the leading insurance companies is ready  
to insure candidates at the present General Election against the  
heavy cost of petitions against their return in consequence of  
the indiscreet action of over-zealous supporters. The average  
cost of these petitions is stated to be not less than £3,000, and  
the company is ready to grant an insurance for a modest  
percentage on the amount of the sum insured. The area of  
insurance has been much extended of late years. We are  
familiar with insurance against claims under the Workmen's  
Compensation Act, and it might be suggested that companies  
or large firms would find it profitable to insure against all  
expenses arising out of litigation in which they might be  
engaged. It is doubtful, however, whether some of these  
insurances would not be open to objection on considerations of  
public policy, and the matter is, we believe, anticipated by  
some companies, who, instead of insuring, provide a reserve

fund to satisfy liabilities such as those to which we have referred.

#### The Labours of Barristers who are Parliamentary Candidates.

M. PIERRE LAROUSSE, in his voluminous work, "The Grand Dictionary," discusses the legal profession in the different European States, and has a separate paragraph for the English bar. In this paragraph he observes that, although in theory the profession is open to all classes in England, the fees and necessary expenses of students, and the high standard of living among English advocates, tend to exclude young men of moderate means from the "dinners of Temple Bar." He goes on to make the patriotic statement that the bar of France is indisputably more learned and better trained than that of England. He admits, however, that, with regard to those who are in the front rank of the profession and practice in the superior courts, their labour is *excruciant*, especially as they often give up part of their time to politics. In this saving clause, at any rate, Englishmen will heartily concur. They will in a few days be afforded the spectacle of a number of learned counsel in full practice leaving the courts, day after day, to take railway journeys to their constituencies, and returning after a fatiguing meeting, and after stunted slumbers, to their duties in London by a train leaving early on the following morning. It may be added that some of these gentlemen are a little past the prime of life, and that the English climate at this season of the year is trying in the extreme. The fact that so large a proportion of them survive to attain the honour and repose of a seat on the bench, and that, speaking generally, the duration of their lives is probably greater than that of the profession in any other country, is one which we find it difficult to explain.

#### Lunacy Administration.

IT APPEARS from a statement in the *Times* that the Lord Chancellor has made an order amalgamating the judicial offices of the Masters in Lunacy and the offices of the Lunacy Commissioners, but the Order does not seem to be yet issued. This is a measure which was suggested in the Report in 1908 of the Royal Commission on the Care and Control of the Feeble-minded, and it was contemplated and provided for by section 337 of the Lunacy Act, 1890. That section enacts that the Lord Chancellor may, if he thinks expedient, "amalgamate the office of the masters and their staff, and the office of the Chancery visitors and their staff," and may "amalgamate such offices or either of them with the office of the commissioners," and he may give such directions as he may think fit "for the reconstitution of the commissioners, and for the exercise and performance of the powers and duties of the commissioners, and of the officers and staff amalgamated respectively under any order under this section." The Lord Chancellor may also, with the concurrence of the Treasury, fix the qualification and salaries of the members of the amalgamated office and of the staff, but an order under the section is not to be made so as to prejudice the rights of the masters, visitors, and commissioners who held office at the time of the passing of the Act. At present there are two masters in lunacy, Masters FISCHER and THEOBALD, three Chancery visitors, and eleven commissioners, of whom five are honorary and the other six paid, three being medical and three legal. Speaking generally, the duties of the masters are judicial; the Chancery visitors have the charge of lunatics so found; and the commissioners have the general control of lunatic asylums, with the duty of visiting such asylums and also patients in private houses. The present order does not appear to touch the Chancery visitors, but exercises the power of section 337 only in respect of the masters in lunacy and the commissioners.

#### The Double Duty on Premium Leases.

IT APPEARS from correspondence which has passed between Messrs. BENNETT & LEAVER and the Chancellor of the Exchequer that the question of amending the Finance Act, 1910, in regard to stamp duty on premiums paid for the grant of leases is under consideration. Attention was called to the point in these columns soon after the passing of the Act

(52 SOLICITORS' JOURNAL 531, and *passim*). Under section 73 the stamp duty on conveyances on sale is doubled, but the old rate is retained where the consideration does not exceed £500. Under section 75 the stamp duty on leases is doubled, and by the accident that the duty on a premium included in the consideration is imposed, under the head of "Leases" in the Stamp Act, 1891, by reference to conveyance on sale, section 75 has possibly the effect of doubling the premium stamp without incorporating the exemption of section 73 in favour of premiums not exceeding £500. We say, "possibly," because the result is so opposed to the scheme of the two Acts that it is only by a very strict interpretation of the Act of this year that the result is arrived at. It is by no means unlikely that, if the case came before the court, it would be held that the exemption in respect of conveyances on sales not exceeding £500 applies equally to leases at premiums, since these are by the Act of 1891 directed to be treated as conveyances on sale. And under the more enlightened administration of the Stamp Act which prevailed some years ago, the case would have been treated as one in which the increased duty would not have been charged in practice, even if the literal interpretation of the Act authorized it. Apparently, however, the Inland Revenue Commissioners intend to exact everything which the statute may possibly, though inadvertently, give them, and it is satisfactory to know that there is a likelihood of the necessary amendment in the statute being made.

#### When Greek Meets Greek.

CAN A man meet himself? Can he form a meeting *solus*? Lord Dundreary, it may be remembered, thought the question "silly" when applied to birds flocking. "Birds of a feather flock together"; they could not, he considered, "flock alone." WARRINGTON, J., has just expressed the same opinion with regard to the word "meeting" in its ordinary sense; but has decided that a context may alter the case. The Court of Appeal (in *Sharp v. Dawes*, 2 Q. B. D. 26) and Sir GEORGE JESSEL (in *Re Sanitary Carbon Co.*, 1877, W. N. 223) had decided already that a single shareholder cannot constitute a meeting of a company; and that a pocket-full of proxies and the strictest compliance with the usual formalities, even to the passing of a vote of thanks to himself, would not make him a "meeting." But in *East v. Bennett Brothers (Limited)* (reported elsewhere) the position was different. The consent of preference shareholders "at a meeting" was required to the issue of new shares. There was but one holder of all the preference shares, and he formally recorded his consent to a new issue. His lordship held that the new shares were validly issued. For all the preference shares of a small company to get into a single hand is not a very unusual event, and must be treated as within the contemplation of the framers of the memorandum. They must be taken to have made provision for this contingency, and therefore to have used the word "meeting" in an unusual sense as including the formal consent of a sole preference shareholder. This interpretation satisfied the object with which the provision had been inserted, that the consent of the class affected should be formally obtained and recorded. And, seeing that the shares had been treated as valid for upwards of six years, the result was in accordance with obvious common sense. So far his lordship. As to the result we agree; but, with deference, the process of reasoning appears to be unsatisfactory. The context did not really suggest that "meeting" here bore an unusual meaning. It was simply and clearly a *casus omissus*. A more direct and satisfactory course to adopt would have been boldly to apply the maxim "*cessante ratione legis cessat ipsa lex*," for, as COKE puts it, "Reason is the soul of law, and when the reason of any particular law ceases so does the law itself."

#### Costs Payable by Third Party.

IT HAS been held by Mr. MUIR MACKENZIE, one of the Official Referees, in *Ranger, Burton & Frost v. Tilden Smith* (*Times*, 29th ult.), that section 37 of the Solicitors Act, 1843, does not apply in a case where a claim for costs is made against a person who has undertaken to pay them on behalf of the client. The section provides that a solicitor shall not commence an action for



the recovery of costs until the expiration of a month after he has delivered "to the party to be charged therewith" his bill of costs, either signed by him, or accompanied by a signed letter referring to the bill. Where a person other than the client agrees to pay the solicitor's costs, he is, in a sense, the party to be charged therewith. But it was decided in *Greening v. Reeder* (40 W. R. 623) that he is not the party to be charged therewith within the meaning of the section, and the Official Referee followed this authority on the present occasion. As he pointed out, the liability of the client to the solicitor and the liability of the third person who undertakes to pay the costs are different matters. The client is the party to be charged, and it is only in his favour that the section operates. The liability of the third person is on a separate contract and is founded on a distinct consideration. There remains the question whether the third party is entitled to have a taxation of the bill, and this is ordinarily governed by section 38, which provides that where any person, not the party chargeable with the bill within the meaning of section 37, shall be liable to pay it, he may make such application for taxation as the party chargeable might himself make; but in the present case this was excluded by the fact that more than twelve months had elapsed since the delivery of the bill to the clients. The clients were the Salvation Army; the plaintiffs were their solicitors, and the costs were incurred in connection with a scheme for colonizing part of Rhodesia. The defendant had undertaken to pay the costs of the Salvation Army, and a signed bill against the Army had been delivered more than a year before the action. But although the twelve months for taxation may have elapsed, the court is not without the means of examining into a claim for costs. In *Re Park* (41 Ch. D. 326), where a claim on a bill delivered more than twelve months before the testator's death was made against his executors, the Court of Appeal held that the proper course was to refer the bill to the taxing master, not for taxation in the strict sense, but that he might, as an expert in bills of costs, form an opinion as to what was proper to be allowed. Similarly, in the present case the Official Referee held that the defendant was not deprived by the lapse of time of the right to have the bill inquired into, but was entitled to take objection to particular items.

#### The Monroe Doctrine.

THE *Times* South American Supplement of the 29th ult. contained matter of unusual interest in two articles on the Monroe doctrine. One was an article by the Hon. JAMES BROWN SCOTT, United States Delegate to the Second Hague Conference; and the other was a leading article. The doctrine took its origin in President MONROE'S Message to Congress in 1823. Ever since 1810 diplomatic circles in the United States and in Europe had been troubled as to the recognition of the independence of the revolted Spanish colonies in South America. In 1823 there was still the possibility that Spanish pretensions to sovereignty might be asserted by European intervention, and to this both the United States and Great Britain were opposed. The enunciation of the Monroe doctrine put an end to the possibility. The United States had, after long delay, recognized the independence of the new Latin republics, and President MONROE stated explicitly that "we could not view any interposition for the purpose of oppressing them or controlling in any other manner their destiny, by any European Power, in any other light than as the manifestation of an unfriendly disposition towards the United States." Since that time the Latin republics have grown in importance, and Pan-American conferences have been held with a view to consolidating the interests of the United States and South America. The fourth, held this year, coincided with the centenary of the origin of the Latin republics. It is the aim of Mr. SCOTT'S article to shew that the Monroe doctrine is still in operation as a defence against foreign aggression, though its maintenance has been endangered by the supposed necessity of compelling South American States to recognize their financial obligations to foreign creditors. Fortunately, the pressure of the danger has been lessened by the arrangements of the Hague Convention of 1907 for submitting such questions to arbitration, and Mr. SCOTT argues strongly in favour of a policy of mutual trust and friendliness between the

United States and South America, on the basis, we gather, of the maintenance of the Monroe doctrine. It would perhaps be too much to expect the leader-writer of the *Times* to accept this position with equanimity, and he dismisses the idea of an alliance between North and South America, on the basis of the Monroe doctrine, as "the shadow of a dream," the real tendency being to Anglo-Saxon federation. The Monroe doctrine itself he regards as incompatible with recent incursions of the United States into world-politics. It may be so, but the Pan-American conferences at least stand for the principle enunciated by Mr. ROOT in 1906 that "the independence and equal rights of the smallest and weakest member of the family of nations are entitled to as much respect as those of the greatest empire."

#### The Aerial Navigation Conference.

THE INTERNATIONAL Conference on Aerial Rights which met in Paris this year adjourned on June 29th after preparing a draft Convention. The *Times* of the 29th of November, in announcing that the conference is about to resume its sittings, prints an interesting summary and account of the Draft Convention, so far as it has yet gone. The Convention is to apply to "airships" only—i.e., balloons, dirigible or otherwise, and not to aeroplanes or flying machines, except when these latter are engaged in international journeys. Airships are to have a "nationality" conferred on them by some one or other of the States who enter into the Convention. This "nationality," however, may be based either on the nationality (strictly speaking) of the owner or on his domicile. Considering the different meanings that are attached to the word "domicil" in French and in English, this provision is likely to give rise to some difficulty. Each airship, when so provided with a nationality, is to be placed on a register, and to receive a certificate of nationality, and also a navigation certificate. Professional airmen are also to receive certificates of competence. With regard to the admission of airships into or over the territory of a contracting State the text of the draft Convention appears to be still unsettled. The proposed rules and some amendments proposed by the British delegate are printed. The principle on which the provisions relating to the admission of airships are to be drafted appears to be that each State is entitled to regard the atmosphere up to any practically conceivable height as part of its territory, and it is contemplated that municipal law may have to be amended in order to bring it into harmony with the international obligations of the Convention. Free access within reasonable limits is proposed to be allowed into each State for airships having a nationality of any other contracting State. It is proposed to confer on military airships legitimately entering a foreign State the privileges of extra-territoriality—apparently after the analogy of warships at sea. To this proposal, however, Great Britain and some other countries have not adhered, and it has subsequently been announced that the Conference has been indefinitely postponed owing to serious differences of a fundamental character.

#### Contract for Lump Sum to Provide Medical Attendance during Life-time of Patient.

THE SUPREME Court of Illinois has had to deal with a curious claim against the estate of an aged lady recently deceased. The claim was under a contract by which the appellant had contracted to furnish her with such medical attendance as should be required during her lifetime for one hundred thousand dollars, payable in ten annual instalments after her death. This contract might be considered by some persons to give the physician an interest in the death of his patient, and it certainly shews less foresight than the arrangement said to prevail in China by which the physician receives a salary while the patient is in good health but nothing during intervals of illness. The court was of opinion that the contract was not against public policy, for it could not be seriously disputed that in order to comply with its terms and to be entitled to receive the benefits of it, the appellant was bound to give the deceased the best treatment within his power and skill and to prolong her life as long as possible. Should he fail to do this, either through neglect by wilfully treating her in an improper manner, or by directly

causing her death, he would be unable to recover upon the contract. There could be no doubt that a contract to commit murder or any other crime, or a contract to give a reward to one for the commission of a crime, was void as being against public policy. But the contract upon which the claim was founded did not contemplate the commission of a crime or the doing of anything which was contrary to public morals. This reasoning would probably be accepted on the other side of the Atlantic.

#### Diversity of Usages in Churches and Law Courts.

SOME TIME ago, in discussing the action of a county court judge who refused to allow a female witness to remove her hat, we remarked on the diversity of the usages in churches and law courts, and suggested that a woman may wear gloves while taking the Holy Communion, but is requested to remove them when taking the oath. Some time after the publication of our remarks we had a letter from an eminent and justly respected official of the Chancery Division, who is also a churchwarden of one of the principal London churches, affirming that a woman does not wear gloves when receiving the Holy Communion, and stating that he could not conceive it possible that any clergyman would allow her to do so. On mentioning the matter to the esteemed contributor from whose pen the remarks above referred to proceeded, he referred us to the discussion of the question in *Notes and Queries* (Series 2, vol. 2, pp. 48, 98, 136, and 424), from which it appears that the custom of the use of the glove then still existed in Oxford and in a retired country parish, and that it was referred to as the "Dominicale," which LITTLETON defines as a linen glove which women used when they received the Sacrament, in accordance with the Auxerre Canon, "*non licet mulieri nuda manu eucharistiam accipere*." Probably, as so often happens, each writer is correct; one as regards modern practice, and the other as regards ancient custom.

#### The Sanitary Precautions of Judges.

FRESH AIR and ventilation are held in high estimation at the present day, and the efforts of some of our judges to maintain a pure and refreshing atmosphere in their courts are entitled to the warmest sympathy. It was not always thus. Many practitioners have a vivid recollection of judges, now no more, who resolutely shut up every window or orifice by which any quantity of the external air could enter their courts; and if we go back to a more remote period, we read dismal stories of "The Black Assize" at Oxford, and how judges, officials and juries who sat in unventilated and pestiferous courts contracted typhus fever from the prisoners who were brought from their cells. The report of a case in the Clerkenwell police court shows that the magistrate takes a wholly different view of the precautions necessary for the safe discharge of judicial duties. Evidence having been given that a man charged with begging was in so filthy a condition that he could not be brought into court, the magistrate at once went into the yard adjoining the police station, and in spite of some little difficulty in hearing the witnesses, administered justice in the wintry air. The necessity of this proceeding is evident from the fact that it became necessary to remand the prisoner in order that he might be washed, and to give a special direction that he should not be allowed to enter the prison van.

#### English Companies and Australian Taxation.

AT A MEETING of the shareholders of a company largely interested in Australian land, the chairman complained of the Bill which had been introduced in the Australian legislature imposing heavy taxation on the unimproved value of land held in the different States of the Commonwealth and an additional taxation where the land was owned by an English company. One of the shareholders thereupon inquired whether it was not possible to reconstitute the company so that it might become an Australian company and thus avoid this extra taxation. He was told that this suggestion was not feasible; that the company could not be transported to Australia and converted into an Australian company, the capital having been found in England. There would not, as it seems to us, be any insurmountable legal difficulty in a reconstruction of an English company which would convert it into a colonial or foreign company. But the objections to such a reconstruction

are obvious. The English shareholders, who represent the bulk of the capital, would be unable to attend at the meetings of the company, and there would be little chance of remitting the dividends to this country so as to escape the burden of the local income tax. The policy of foreign States in imposing extra taxation on English companies is, of course, another matter. It is thought by many persons to be ill-advised, and may at some future time be reconsidered.

#### Outside Associations at Parliamentary Elections.

IT MAY be useful, at the present moment, to refer our readers to the article on this subject, which appeared about a year ago in the last volume of the SOLICITORS' JOURNAL (vol. 54, p. 77).

## When Executors Become Trustees.

THE distinction between an executor and a trustee is well established, and although an executor is in a fiduciary position, and is in many respects under similar liabilities to those of a trustee, yet he is under no more than an implied trust. Consequently, he is not within the rule that time—apart from the Trustee Act, 1888, section 8—does not run against an express trust, and if he retains legacies or a share of residue in his hands for more than twelve years, and has done nothing in the meantime to convert himself into an express trustee, the claims of the legatees are barred by section 8 of the Real Property Limitation Act, 1874. The recent decision of WARRINGTON, J., in *Re Gompertz* (ante, p. 76) is an illustration of the circumstances under which this conversion will be held to have taken place so as to deprive the executor of the benefit of the statute.

The rule that an executor is not an express trustee is probably due to the circumstance that his duties are not essentially of an equitable nature. Originally claims against him were made either at law or in the spiritual court, and it was only by reason of the convenience of the remedy in equity that they were brought within the jurisdiction of the Court of Chancery. The legal position of the executor was so far recognized that he was held to be entitled to the undisposed-of residue unless the will shewed an intention to exclude him, and though under the Executors' Act, 1830, the rule is altered, and he is deemed to be a trustee for the next-of-kin unless there is an intention that he shall take beneficially, yet this does not constitute him an express trustee: *Re Lucy* (1899, 2 Ch. 149). An executor, said LINDLEY, M.R., in *Re Davis* (1891, 3 Ch. 119), "was always, in a loose sense, a trustee for creditors and legatees, since he held the personal estate for their benefit and not for his own; but since a trust does not take a case out of the statute, an executor cannot be deprived of the benefit of the statute by shewing that he is a trustee; it is necessary to make out that he is an express trustee."

It is clear, however, that an executor may cease to hold property in that capacity, and commence to hold it as an express trustee. This will be the case where he is appointed both executor and trustee by the will, and where he has completed the administration of the estate or a particular part of it as executor. If a legacy is left to the executor in trust, and he appropriates property to answer the legacy, then he ceases to hold the property as executor, and holds it as an express trustee; and consequently time does not run against the *cestui que trust*: *Phillips v. Munnings* (2 My. & Cr. 309); *Dix v. Burford* (19 Beav. 409). And it is the same where he is constituted a trustee of the residue. As soon as he has got in the estate, and paid the debts and legacies, his functions as executor come to an end. There is now a clear residue, and his duty is to hold this on the trusts of the will. Consequently, by virtue of the words of the will he becomes an express trustee, and the lapse of time operates, or, as the case may be, fails to operate, on that footing. It will operate if he can bring himself within section 8 of the Trustee Act, 1888; it will fail to operate if he cannot.

The decision in *Re Timmis* (1902, 1 Ch. 176) is an illustration of this. There a testator bequeathed his personal estate to three executors and trustees upon trust for conversion and investment.



He provided for an annuity to his wife during her life, and the residue, including the annuity fund, after the death of the widow, was to be divided into four shares, one to be settled on a niece of the testator for her life, with remainder to her children, and the other three shares were given to the three executors equally. After the death of the widow the executors divided the annuity fund, and paid themselves their shares; and as to the remaining share they paid it to the niece as though she was entitled thereto absolutely, and not for life only. More than six years, but less than twelve years, after her death one of her children claimed payment of a portion of this share. The testator died in 1857, his widow in 1873, and the niece in 1892. Consequently, it was a case in which the duties of the executors as such had been performed before the annuity fund was divided. "I must assume," said KEKEWICH, J., "that these executors did their duty, and that long before 1892, and probably before the death of the widow, they had ceased to be executors in the sense of having anything to do, and the fund was held by them as trustees." It followed that the period of twelve years which bars legacies under section 8 of the Real Property Act, 1874, did not apply, and since the executors had not themselves retained the share, they were entitled to the benefit of the six years limitation under section 8 of the Trustee Act, 1888. Consequently the claim was barred.

In *Re Timmis* there was an express trust declared by the will, and the question was whether the executors had ceased to hold the legacy as executors, and had commenced to hold it as trustees. But to make the executor liable as a trustee, an express trust must be created either by the will or by the executor himself, and it is not sufficient that he is a constructive trustee of the legacy. This is clear from the *dictum* quoted above from the judgment of LINDLEY, M.R., in *Re Davis*. There a testatrix bequeathed shares of her residuary estate to two of her grandchildren, and gave their father absolute power over the investment and application of the shares. The testatrix died in 1854. Parts of her estate consisted of a share of income released from accumulation by the Thellusson Act. Her executor received this down to his death in 1888, and in 1891 the grandchildren sued his executor for an account. It was held that this was an ordinary case of an executor receiving property as executor and not as an express trustee, and that the account must be limited to twelve years. Assuming that there was an implied trust, yet, as FRY, L.J., pointed out, this would not affect the result.

Where an executor-trustee has not retained the property in question in his own hands, he benefits, as *Re Timmis* (*supra*) shews, from the six years' period under the Trustee Act, 1888, and it is therefore to his interest to shew that he holds as an express trustee. Where he has retained the property, then he can claim no period of limitation as an express trustee, but he may be entitled to the twelve years limitation as an executor. Accordingly it is now for his interest to shew that no express trust has been created. And there will be no such trust in respect of a legacy which is payable by the executor in the course of administration, notwithstanding that the residue, after payment of the legacy, is given upon express trusts. It was so held by NORTH, J., in *Re Barker* (1892, 2 Ch. 491), who observed that in the will in that case there was a clearly marked distinction between that part of the property as to which a trust was declared and that as to which no trust was declared; and no trust was declared of the legacies. The question arose again in *Re Mackay* (1906, 1 Ch. 25), where it was argued that the executrix by retaining and investing residue had made herself an express trustee. But the argument was rejected by KEKEWICH, J. Although debts and funeral and testamentary expenses have been paid, and the clear residue ascertained, yet the executor continues to hold this as executor, and something more is required to effect his conversion into an express trustee. And the learned judge so held, notwithstanding the citation of *Soar v. Ashwell* (1893, 2 Q. B. 390), one of a line of cases which shew that a person who is in a fiduciary position, and receives property by virtue of such position, is to be treated as an express trustee.

The executor may be constituted a trustee by the words of the

will, or he may, after he has received property and appropriated it to a particular legacy, declare himself a trustee of it. In either case an express trust is created. But it was stated by KEKEWICH, J., in *Re Rowe* (58 L. J. Ch. 703) that he might constitute himself an express trustee by his conduct. An executor, said the learned judge, "can become a trustee either by express declaration made on his part, or by his acts from which the law implies or infers the creation of a trust, in the strict sense of the word, which did not exist before." But for the purpose of the case this was *obiter dictum*. The executrix had made a declaration as to the mode in which she held the property, and it was held, both by KEKEWICH, J., and the Court of Appeal, that it was ineffectual to create a trust in favour of the legatee. And it is submitted that in order to constitute an express trust there must be an actual declaration by the executor, and that it cannot be inferred from his acts. A trust which is inferred from conduct is a constructive trust and not an express trust. In the recent case of *Re Gompertz* (*supra*) certain sums of money were set apart by executors and entered in their books as being held "in trust for" or "on account of" the persons entitled thereto. There was thus an express declaration of trust, and in the opinion of WARRINGTON, J., it was for this purpose immaterial which expression was used. Hence, the executors could not rely on the statute. But the judgment recognizes, in accordance with the above cases, that the executor does not become a trustee merely because he has got in the estate and paid the debts, so as to have a clear residue in his hands.

## Actions in Tort Against Married Women.

THE rights and liabilities of a married woman with respect to suing and being sued in the courts are thus stated by section 1, sub-section 2, of the Married Women's Property Act, 1882: "A married woman shall be capable of . . . suing and being sued, either in contract or in tort, or otherwise, in all respects as if she were a *feme sole*, and her husband need not be joined with her as plaintiff or defendant, or be made a party to any action or other legal proceeding brought by or taken against her . . ." The phraseology of the latter part of the sub-section has given rise to considerable difficulty, by being construed as a permission to a plaintiff either to join the husband or not at the plaintiff's option, where an action is to be brought against a married woman for a tort committed by her alone. The result is that the case law on the subject of the liability of a husband for his wife's torts furnishes an excellent illustration of that part of "judge-made" law which is classified as "hypothetical" by Mr. DICEY in his *Law and Public Opinion* (p. 488). It was said by Lord ALVERSTONE (when Master of the Rolls), in *Earle v. Kingscote* (1900, 2 Ch., at p. 590), that the consequences of construing the words "need not be joined" as meaning that the husband "shall not be joined," where a tort has been committed by the wife alone, "would be so serious that nothing short of express words would be sufficient to take away the husband's liability." The decision in *Earle v. Kingscote*, however, has been subjected to severe judicial criticism, and although the law as there laid down is still technically binding on the Court of Appeal, it is much to be desired either that the case itself should be reviewed in the House of Lords, or that the Legislature should, by "express words" "take away the husband's liability" for his wife's torts.

Statutory abrogation of the husband's liability would no doubt be the simplest and most satisfactory method of altering the rule as it now exists. The following short enactment (taken from one of the Married Women's Property Acts in force in Australia) would probably be sufficient: "The husband of a married woman shall not hereafter be liable for any tort committed by her which shall not be a sufficient cause of action against him alone."

Parliament is not likely to have time or opportunity for a trifling amendment like this in the immediate future, and it therefore seems worth while to state the case against the

existing rule of a husband's liability for his wife's torts, and set out the points embodied in the judicial criticism already referred to.

The case in which section 1, sub-section 2, was first construed to the disadvantage of the husband is *Seroka v. Kattenburg* (1886, 17 Q. B. D. 177), a decision of the Divisional Court. This was followed by *Earle v. Kingscote* in 1900 (*supra*), in which the Court of Appeal took the same view of the meaning of the sub-section. The rule, which can now only be changed by the House of Lords or Act of Parliament, was established in *Earle v. Kingscote* that sub-section 2 of section 1 has not made any difference in the liability of a husband for his wife's torts, as this existed before the Married Women's Property Act, 1882, and that, notwithstanding the Act of 1882, he can still be joined as defendant with her and made liable for torts committed by the wife alone. The gist of the argument against the correctness of the rule thus laid down, and in favour of its reversal on a further appeal, is that the actual rule with respect to the husband's liability and the grounds on which it rested at common law have been misapprehended by the courts that decided *Seroka v. Kattenburg* and *Earle v. Kingscote*. Some account of the old common law rule must be given in explanation of this statement.

At common law the husband was only joined "for conformity," that is, because the wife could not be sued alone, but no personal liability on his part was implied, and he was only liable after judgment in the action. This appears very clearly in a case of 1608 in the King's Bench (*Drury v. Dennis*, Yelv. 106), where it is laid down that where husband and wife are sued for battery on the footing of both having beaten the plaintiff, and it is found that the wife only committed the battery, "the verdict is against the plaintiff, for . . . the husband shall not be joined in such case but for conformity." Singularly enough, this was expressly recognized by the Court of Appeal as the true rule (though the case of 1608 was not referred to) in 1904 after *Earle v. Kingscote* had been decided. In *Re Beauchamp* (1904, 1 K. B., at p. 581, the judgment of the Court, delivered by VAUGHAN-WILLIAMS, L.J., contains the following passage: ". . . by the common law . . . a married woman was liable to be sued for a wrong committed by her, and the husband, strictly speaking, was not liable to be sued at all for the tort. His only liability was to be sued jointly with her, because of the universal rule that the wife during coverture could not be either a sole plaintiff or a sole defendant." Now in *Seroka v. Kattenburg* and *Earle v. Kingscote* these considerations appear to have been entirely lost sight of. COLLINS, L.J., in the latter case, for instance, said (p. 591 of the report): "A husband is liable for his wife's fraud as well as for other torts committed by her during coverture."

The decision in *Earle v. Kingscote*, though treated by the Court of Appeal as now binding, was criticized—on the ground substantially that its *ratio decidendi* was wrong—in the subsequent case of *Cuenod v. Leslie* (1909, 1 K. B. 880). In that case the liability of the husband for his wife's torts was again in question, but the facts enabled a decision to be given without an actual conflict with *Earle v. Kingscote*, and the husband was held to be entitled to be discharged from the action against his wife and himself on the ground that she was in the position of a *feme sole* by virtue of a decree for judicial separation. The present Master of the Rolls, however, stated the common law rule as to the husband's liability to be that he "was only joined for the sake of conformity, and not with the view of asserting any individual right against him." FLETCHER MOULTON, L.J., expressly disagreed with the decision in *Earle v. Kingscote*, and stated his opinion and the arguments against the correctness of that decision at some length. He said: "The courts acted consistently on the principle that the husband was a defendant only because he must be made so by reason of the rule of law that the wife could not be sued alone," though "practically a liability for such torts could be imposed upon him by obtaining judgment in an action brought against the wife in which he must be joined for conformity." Further on, the Lord Justice analyzed the language of section 1, sub-section 2, of the Act of 1882, and pointed out that the words "her husband need not be joined" were intended simply to do away with the necessity

for joining him which had previously existed, and to prevent the husband's property being any longer "a source from which the damages or costs of an action of tort against the wife are to be satisfied." He thought it was not intended, as held in *Seroka v. Kattenburg* (*supra*), merely to give a plaintiff in an action of tort against the wife the option of joining the husband, when the latter was not personally liable.

FLETCHER MOULTON, L.J., felt himself obliged to express his dissent from the views held in *Earle v. Kingscote*, notwithstanding that he fully admitted the binding effect of the decision in that case. This dissent, and the reasons for it, as reported in *Cuenod v. Leslie* (*supra*), have recently been quoted with approval and adopted by an overseas British court of high authority which is not technically bound by the decisions of the Court of Appeal in England. In *Brown v. Holloway* (10 Com. L. R. 89) the High Court of Australia had before them a question similar to that raised in *Cuenod v. Leslie*, and decided in *Earle v. Kingscote*, on the construction of an enactment which was an exact transcript of section 1, sub-section 2, of the Married Women's Property Act, 1882. Husband and wife (appellants) were sued by the respondent for damage done by the wife's negligence in setting fire to a furnished house leased to the wife alone. As in *Cuenod v. Leslie* there were two grounds on which the husband sought to escape liability—that he was not liable to be joined at all in respect of his wife's tort, and that the cause of action against her arose out of contract. It was held that the wife's negligence was not a tort pure and simple, and on that ground the husband was held not to be liable. This was, of course, sufficient ground for a decision in favour of the husband, but the court also held that the husband was not liable on the ground that since the passing of the Married Women's Property Act the old common law liability no longer exists. On this point, not being formally bound by *Earle v. Kingscote*, the High Court refused to follow that case, and expressly adopted the reasoning and opinion of FLETCHER MOULTON, L.J., contained in his judgment in *Cuenod v. Leslie*.

Failing legislation, an appeal to the House of Lords on this question is much to be desired. No practitioner could safely advise, in the face of the judicial criticism above referred to, that a plaintiff should join the husband of a married woman in an action for the latter's tort. For the present *Earle v. Kingscote* must be regarded as well within the limits of "hypothetical" law.

## Reviews.

### The Stock Exchange.

STOCK EXCHANGE LAW AND PRACTICE. By WYNDHAM A. BEWES, LL.B. (Lond.), Barrister-at-Law, at one time a Member of the Stock Exchange. Sweet & Maxwell (Limited).

Mr. Bewes has both legal and practical qualifications for the task which he has undertaken, and he has produced a book which will be of great service in matters relating to Stock Exchange transactions. The opening chapter gives an account of the Stock Exchange itself, and of the manner in which business is conducted both by the members and by outside brokers; also of the "runners" or "remisers" whose function is to supply brokers with business and to share their commission—a class of persons who occasionally figure in the law reports, as in *Sutton v. Grey* (1894, 1 Q. B. 285). Bucket shops claim a short section, and it is observed that the whole of their business "is built largely upon advertisements founded upon fiction." The various classes of securities dealt in on the Stock Exchange are described; the nature of negotiable securities is discussed in detail, and a list given of the securities which have been held to be in this category; and the various transactions customary on the Stock Exchange, with the technical terms in common use, are explained. This chapter forms a useful introduction to the more detailed account of the position and liabilities of brokers and jobbers, and of the legal effect of dealings in securities, which is contained in the rest of the work.

The parties immediately concerned in Stock Exchange transactions are the broker and his client and the jobber. As between the broker and his client numerous questions may arise as to the authority of the broker and his liability on the contracts which he makes, and these are to a large extent governed by the rules of the Stock Exchange. The various points arising out of this relation



are discussed in Chapter II. in an interesting and lucid manner, and the chapter includes a series of forms of buying and selling and continuation notes. The original authority of the broker is to buy or sell for his client, and any subsequent carrying over of the stock must be under a fresh actual or implied authority. The presumption, Mr. Bewes points out, in the absence of any agreement to the contrary, is that the client intends to pay for what he has bought and deliver what he has sold. But when an account has been properly continued, the broker must be careful that he does not wrongfully close it, and *Michael v. Hart* (1901, 1 K. B. 492), to which Mr. Bewes refers, discusses, but does not decide, the exact measure of damages to which the client is entitled—whether according to the highest price of stock between the date when the account was wrongfully closed and the account day, or the account day when the stocks should have been delivered.

Of the subsequent chapters attention may be specially directed to those on transfer of securities, on mortgages, and on trustees and trustee investments. Blank transfers, though common in practice, are frequently a source of trouble when a title has to be made under them, and before the transfer has acquired legal effect the rights of the transferee are liable to be defeated by superior equities. Mr. Bewes quotes the rules on this subject which were laid down by Stirling, J., in *Roots v. Williamson* (38 Ch. D. 485). The question of conflicting rights is also of importance in regard to mortgages, and among the more important of the recent cases to which Mr. Bewes refers is *Rimmer v. Webster* (1902, 2 Ch. 163), where the owner of bonds suffered by his broker borrowing on them for his own purposes in excess of his authority. The chapter on trustees defines the duties of trustees in regard to investments in stocks, and gives a list of authorized investments. The appendix contains the rules of the Stock Exchange and information as to stamps. The work constitutes a reliable and complete guide to the practical side of Stock Exchange transactions, and the law applicable to such transactions, as embodied in the decisions of the courts, has been very carefully collected and stated.

### Books of the Week.

**Conveyancing Precedents.**—Concise Precedents in Conveyancing, with Practical Notes and with Observations on some Acts relating to Real and Personal Property and on Compulsory Registration. By M. G. DAVIDSON, M.A., and J. WADSWORTH, M.A., Barristers-at-Law. Nineteenth Edition. Sweet & Maxwell (Limited).

**Marriage Laws.**—The Marriage Laws of the British Empire. By WILLIAM PINDER EVERSELY, Recorder of Sudbury, and WILLIAM FIELDEN CRAIGES, Barristers-at-Law. Stevens & Haynes.

**Comparative Legislation.**—Journal of the Society of Comparative Legislation. Edited for the Society by Sir JOHN MACDONELL, C.B., LL.D., and EDWARD MANSON, Esq. John Murray.

### Correspondence.

#### Stamping of Tenancy Agreements.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Referring to my letter to the Commissioners of Inland Revenue on the subject of the stamping of tenancy agreements which appeared in your issue of the 22nd of October last [54 SOLICITORS' JOURNAL, 873], I now enclose copy of their reply of the 24th of November, which you may think of sufficient interest to insert in your next issue.

45, Finsbury-pavement, E.C., Nov. 28.

A. SYRETT.

The following is a copy of the commissioners' reply:—

[COPY.]

Inland Revenue, Somerset House, London, W.C.  
24th November, 1910.

Gentlemen,—With reference to your letter of the 16th inst., I am directed by the Board of Inland Revenue to acquaint you that your letter of the 25th of August last on the subject of the stamping of tenancy agreements was duly laid before them, but that, as the increased charges of lease duty were made in strict accordance with the provisions of the recent Finance Act, they did not feel called upon to take any action in the matter.—I am, Gentlemen, your obedient servant,

(Signed) F. ATTERBURY, Secretary.

Messrs. Syrett & Sons.

According to a blue-book just issued, the total expenditure at the last General Election in England and Wales was £1,115,599, or an average of 3s. 10d. per vote; in Scotland it was £148,503, the average being 4s. 5d.; in Ireland the total was £32,278, and the average 2s. 11d.

### Points to be Noted.

#### Common Law.

**Assignment of Part of Debt—Rights of Assignee—Action and Execution.**—The assignment of legal rights and remedies in respect of a debt is allowed and regulated by section 25 (6) of the Judicature Act, 1873. Whether that sub-section allows the assignment of an ascertained part of a debt is not settled; but it is settled that the sub-section does not enable the assignee of a judgment creditor in respect of part of a debt to issue execution in respect of that part.—*SKIPPER AND TUCKER v. HOLLOWAY* (Darling, J., Nov. 13, 1909) (1910, 2 K. B. 630); *FORSTER v. BAKER* (Bray, J., Jan. 25, C.A., April 20) (1910, 2 K. B. 636).

**Workmen's Compensation—Prospective Award.**—The business of an arbitrator under the Workmen's Compensation Act, 1906, is to award payments (if he thinks fit) during the incapacity of the workman, and not to speculate (even with expert assistance) on the probable length of that incapacity. A prospective award, terminating the payments at a given date, is beyond his jurisdiction.—*BAKER v. JEWELL* (C.A., July 11) (1910, 2 K. B. 673).

**Workmen's Compensation—"Accident"—Murder.**—The deliberate murder of an employee may, from the point of view of the employee and his dependants, be an accident—if, for instance, it is due to the fact that he is carrying a large sum of money. And then, if it is part of his duty to carry large sums of money, his dependants are entitled to compensation under the Workmen's Compensation Act, 1906.—*NISBET v. RAYNE AND BURN* (C.A., July 21) (54 SOLICITORS' JOURNAL, 719; 1910, 2 K. B. 689).

**Sale of Goods—Contract Not to be Performed within a Year—Statute of Frauds—Sale of Goods Act, 1893.**—Section 4 of the Statute of Frauds enacts generally that any contract not to be performed within a year from the making thereof must be in writing. Section 17 of that statute, which dealt with the sale of goods, was replaced by section 4 of the Sale of Goods Act, 1893, which, in the case of a sale of goods of ten pounds value or upwards, puts acceptance and receipt of part of the goods, or part payment, on the same footing as evidence in writing of the contract. But the fact that sales of goods are thus specifically dealt with does not prevent them from coming within section 4 of the Statute of Frauds where they would otherwise do so.—*PRESTED MINERS' CO. (LIMITED) v. GARNER (LIMITED)* (Walton, J., July 23) (54 SOLICITORS' JOURNAL, 750; 1910, 2 K. B. 776).

**Money-lenders Act, 1900—Registration—Contracts.**—Section 2 of the Money-lenders Act, 1900, imposes a penalty on a money-lender who (among other things) carries on business without obtaining registration "under his own or usual trade name," or carries on business "in more than one name." The former provision is infringed if a money-lender is registered in a name assumed for the first time for purposes of registration; the latter, if he carries on business in one name as an individual and in another as a member of a partnership firm.

But, if a money-lender is actually registered in infringement of these or other provisions of the Act, the registration is not invalid so as to invalidate a money-lending agreement made by him in the name so registered.—*WHITEMAN v. SADLER* (H.L., July 25) (54 SOLICITORS' JOURNAL, 718; 1910, A. C. 514).

### CASES OF THE WEEK.

#### Court of Appeal.

**SAGUI & LAWRENCE v. STEARNS.** No. 2. 24th Nov.

INSURANCE POLICY AGAINST BURGLARY—EXEMPTION WHERE LOSS CAUSED BY MEMBER OF ASSURED'S STAFF—SERVANT ADMITTING BURGLARS.

A policy of assurance against burglary contained a proviso that there should be no claim on the policy for loss occasioned by the theft of a member of assured's business staff. A member of the assured's business staff before locking up the premises admitted one of a gang of thieves. He then locked up the premises and departed. The thief within admitted other confederates, who stole goods of considerable value, and the servant shared in the plunder.

Held, that the loss was occasioned by the servant's theft, and that no claim could be made under the policy.

This was an appeal from a decision of Walton, J. The claim was for loss and damage under a Lloyd's burglary policy dated the 30th of September, 1909. The policy sued upon, which was Lloyd's ordinary burglary policy, recited that Messrs. Sagui & Lawrence "have paid £203 12s. 6d. premium or consideration to us, who have heretofore subscribed our names to insure them from loss and/or damage by theft

or robbery, with or without violence, or burglary, of the property herein specified, or any part thereof, from the premises herein mentioned. . . . The policy also contained the following proviso: "Provided always that there shall be no claim on this policy when the whole loss by theft or robbery on any one occasion does not amount to £5, or for loss by theft, robbery, or misappropriation by members of the assured's household, business staff, or other inmates of the assured premises; or for loss by loot, sack, or pillage by insurgents or military or usurped powers." The plaintiffs' premises, situate at 54, Strand, were burgled in January last, when the theft was committed by a gang of men who gained admittance to the premises through the agency of a porter named Hazel, in the employment of the plaintiffs, who admitted a member of the gang on the morning of the 10th of January and left the premises himself at midday. Articles of a value exceeding £2,000 were afterwards removed by the gang, and although Hazel took no active part in the robbery he received a share of the proceeds. The contention of the plaintiffs was that no theft had been committed by Hazel; but in any case there was theft by the other men, who were not employees, and were separate wrongdoers. The first question raised was whether on the wording of the policy the defendants and the other underwriters were liable for the loss of the articles stolen from the plaintiffs' shop as above stated. Walton, J., gave judgment for the defendants. The plaintiffs appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.J.J.) dismissed the appeal.

COZENS-HARDY, M.R.—This is an appeal from a decision of the late Mr. Justice Walton, whose death we all deeply regret. The learned judge has held that the underwriters are not liable on a policy of insurance against burglary, because they are protected by the proviso contained in the policy. In my opinion, that decision was perfectly right. (His lordship stated the facts, and continued:) In these circumstances the learned judge thought that Hazel was not a principal in the second degree, but an accessory before the fact, but that that made no difference, because under the Accessories and Abettors Act, 1861, Hazel was made liable as a felon and found guilty of theft. The authorities satisfy me that the learned judge was not right in the view that he took that Hazel was purely an accessory before the fact. The authorities go back to Hale's Pleas of the Crown, in which occurs this passage at page 81: "The servant opens the window to let in a thief who comes in and steals, burglary in the stranger, but robbery in the servant." *Joshua Cornwall's case* (2 Str. 881) is to the same effect. I think, therefore, that this is a case in which Hazel was actually guilty of theft, and that the loss was occasioned by his theft, he being one of the plaintiffs' staff. Then it was said that the loss was not all due to Hazel's act, but that the greater part was occasioned by the other men. I entirely decline to follow that argument. I do not think that the mysteries of asportation ought to be introduced into a case of this kind. Hazel was a thief, and the loss was caused by his theft, and the underwriters are not liable on the policy. The appeal must be dismissed with costs.

FLETCHER MOULTON and FARWELL, L.J.J., also delivered judgments dismissing the appeal.—COUNSEL, *Atkin, K.C., and Evans Austin; Right Hon. Arthur Cohen, K.C., and Sims Williams.* SOLICITORS, *Mellor & Co.; G. F. Hudson, Matthews, & Co.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

## High Court—Chancery Division.

LOVELL & CHRISTMAS (LIM.) v. WALL. Eve, J. 16th Nov.

RESTRAINT OF TRADE—COVENANT NOT TO CARRY ON BUSINESS—PROHIBITED AREA—"PROVISION MERCHANT"—MANUFACTURE OF MARGARINE.

The defendant covenanted not to carry on the business of a provision merchant within a certain area. Subsequently he threatened to manufacture and sell margarine within the prohibited area.

Held, that the manufacture and sale of margarine by the defendant was not a breach of the covenant.

This was an action for a declaration and for an injunction to restrain the defendant from manufacturing and selling margarine within a certain area. By an agreement dated the 16th of June, 1906, the defendant covenanted that he would not at any time thereafter directly or indirectly carry on or be engaged or concerned or interested in the business of a provision merchant in London, Liverpool, or Manchester, except so far as he should as a member of plaintiff company be interested in the business of the company. The defendant, as he admitted, threatened to manufacture and sell margarine within the prohibited area. The plaintiffs alleged that if such threats were put into action they would constitute a breach of the covenant, in that the defendant would be carrying on the business of a provision merchant, and they claimed a declaration to that effect.

EVE, J.—The first question is whether, in construing the agreement, I ought to be guided by certain evidence which was directed to three points, namely (1) to what classes of goods is the term "provision" applicable when used in collocation with the word merchant or dealer, (2) does margarine come within these classes, and (3) if so, would the defendant manufacturing and selling margarine only be properly described in the trade as a provision merchant. Having heard the evidence and considered the cases of *Holt & Co. v. Collyer* (16 Ch. D. 718) and *Sutton & Co. v. Cicero & Co.* (15 A. C. 144), I have come to the conclusion that the evidence was admissible on the first two points

but not on the third. I admit the evidence on the first two points because the word "provision" in the collocation mentioned has acquired a technical or trade meaning different from its ordinary meaning, in that its meaning in the trade is limited to a particular class or particular classes of edibles and does not extend to a variety of commodities which in ordinary language would be included under the term "provisions," e.g., meat, bread, vegetables and fish; and I reject the evidence on the third point because it involves the construction of a popular and common word, namely, "merchant," which must be construed *prima facie* in its popular and common sense and without hearing evidence, unless the court is satisfied from the instrument itself or from the circumstances of the case that the word ought to be construed not in its popular sense but according to its secondary intention (see *per Fry, J., in Holt & Co. v. Collyer*). I do not think there is anything which would so satisfy me. Indeed, I may add that I am satisfied that the word "merchant," even with the prefix "provision," has no other meaning in the trade than its popular and primary meaning. The evidence has established that the word "provision" in this trade is limited to such commodities as ham, bacon, lard, cheese, butter, butter substitutes, and eggs, and that margarine as a butter substitute is one of the articles in which a provision merchant or dealer ordinarily trades. Bearing in mind these facts, and reverting to the agreement of the 16th of June, the expression "provision merchant" is used in three places in that agreement, and in my opinion bears the same meaning in each place. Moreover, I think that throughout the agreement the word "merchant" is used in its ordinary sense as meaning one who deals in an article by buying and selling it, and that there is no ground for construing it as including a manufacturer who confines himself to selling his own manufacture (see *Joselyn v. Parson, L. R. 7 Ex. 127*). For these reasons I come to the conclusion that upon the question of construction the defendant is right, and that the manufacturing and selling of margarine as threatened and intended by him would not be a breach of the agreement. But in view of this possible result, the plaintiffs have added an alternative claim to have the agreement rectified on the ground that as so construed it fails to express the real bargain come to between the parties. This alternative claim involves *ex necessitate* the establishing of two propositions, the one that there was a concluded agreement antecedent to the written instrument, and the other that such concluded agreement was a different contract to that embodied in the written instrument. The plaintiffs allege that a concluded agreement was come to on the 1st of June, 1906. The defendant denies that there was any agreement other than the agreement of the 16th of June. [His lordship then considered the evidence, and concluded:] All that took place between the parties down to the 16th of June was far more consistent with the progressive stages of an agreement in course of negotiation than with successive modifications of an already subsisting agreement. I hold, therefore, that the plaintiffs have not established the existence of any agreement antecedent to the written one, and therefore there is no case for rectification; and as the plaintiffs fail on both issues, I can only dismiss the action with costs.—COUNSEL, *Atsbury, K.C., Jessel, K.C., and P. M. Preston; P. O. Lawrence, K.C., Rutherford and Benas; R. W. Baxter.* SOLICITORS, *Lowell & White, for Simpson, North, Harley, & Co., Liverpool; Herbert J. Davis & Co., Liverpool.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

EAST v. BENNETT BROTHERS (LIM.). Warrington, J. 25th Nov.

COMPANY—PREFERENCE SHARES—NEW ISSUE—VALIDITY—"AT A MEETING"—SOLE PREFERENCE SHAREHOLDER.

Although in the ordinary sense of that word a single individual cannot constitute "a meeting," the context may show the word to be used in an unusual sense and in such a way as to include the formal consent of the sole member of the class, the consent of which is required to be obtained "at a meeting."

Sharp v. Dawes (2 Q. B. D. 26) and Re Sanitary Carbon Co. (1877, W. N. 223) commented upon.

This was an application made in an action brought by one William Robert East on behalf of himself and all other persons registered as holders of the preference shares of the defendant company numbered 30,001 to 40,000, both inclusive. The object of the application was to obtain a declaration that the defendant company had never been entitled to issue any of the said preference shares, and that the same had not been duly issued, and for rectification of the share register accordingly. The question arose in this way. The capital of the company, which was incorporated in 1904, consisted originally of £25,000 in £1 shares, of which 10,000 were to be preference and 15,000 ordinary. The memorandum gave the company power from time to time to increase its capital and to issue preferred shares, but so that no new shares should be issued so as to rank equally with or in priority to the said cumulative preference shares, unless such issue was sanctioned by an extraordinary resolution of the holders of the cumulative preference shares present at a separate meeting of such holders specially summoned for the purpose of considering the question. By article 46 it was provided that so long as the capital was divided into shares of various classes the rights and privileges of the holders of shares of each class might be varied by any arrangement sanctioned by an extraordinary resolution of the holders of the shares of such class and by a like resolution of the holders of the remaining shares of the company, each such resolution being passed at a separate meeting of the members entitled to vote thereat. Meetings of the holders of a class of shares should be subject so far as possible to the same rules and provisions as the meetings of the company, but so that the quorum



of members of the class affected should be the holders of the shares of that class present in person or represented by proxy holding not less than three-fourths of the issued shares of that class. In the month of June, 1904, the company was desirous of increasing its capital, and for that purpose of issuing a fresh lot of 10,000 six per cent. cumulative preference shares. At that time a Mr. Bennett was the holder of all the original 10,000 preference shares; he was the sole shareholder in that class. On the 20th of June an extraordinary meeting of the company was held, at which Mr. Bennett took the chair. The meeting was duly convened and held, notice convening it having been duly given. At the meeting Mr. Bennett proposed, and another shareholder seconded, a resolution increasing the capital of the company, and creating 10,000 cumulative preference shares, to rank *pari passu* with the original preference shares, and on the same date Mr. Bennett signed the following document: "I, the undersigned Joseph Bennett, junior, hereby record my consent, as the holder of all the preference shares issued by Bennett Brothers (Limited) to the increase by the company of its capital" in manner specified, "such preference shares to rank *pari passu* in all respects with the preference shares held by me.—(Signed) Joseph Bennett, junior.—20 June, 1904." On the strength of that resolution of the company, and that express formal consent on the part of Mr. Bennett, the new 10,000 preference shares were issued, and were now standing in the register of the company in the names of the persons set forth in the affidavit filed in support of the summons. The applicant now alleged that the proceedings of the company were not valid, and that these shares which had been so issued and held for the last six years were not properly issued at all, and he asked to have the names of the shareholders taken off the register.

WARRINGTON, J., in his judgment, after stating the facts, continued: The question which I have to determine is whether what the company did was in effect, though not in terms, within the memorandum and articles, and if so whether there has been sufficient compliance with the memorandum and articles to render the proceedings valid. Or, rather, the real question is not whether in effect and on their true construction there was not sufficient compliance with the memorandum and articles, but whether what was done was not in terms within them. It resolves itself into this. On the construction of this particular memorandum, and this particular part of the memorandum, can there be a meeting composed of one shareholder, where it is not a question of there being several shareholders of the company but only one shareholder and one only attends, so that a meeting in the sense of an assembly is impossible? The object of the provision in the memorandum is quite plain. Its object is to obtain before the issue of the new shares, and to obtain in a binding and formal manner, the assent of the person or persons whose rights are to be affected. From clause 46 it is quite clear that if Mr. Bennett could constitute a meeting there was no difficulty about the *quorum*. In an ordinary case it is quite clear that a meeting must consist of more than one person. That was determined in two cases, one before the Court of Appeal (*Sharp v. Dawes*, 2 Q. B. D. 26) and one before Jessel, M.R. (*Re Sanitary Carbon Co.*, 1877, W. N. 223). In *Sharp v. Dawes*, the first of those cases, the meeting in question was a meeting of the company; there were several shareholders of the company; the meeting was held for the purpose of making a call; one person only attended, but he held the proxies of other persons. He took the chair, passed a resolution making a call, and passed a vote of thanks to himself. In giving judgment in that case Lord Coleridge said: "The word 'meeting' *prima facie* means a coming together of more than one person. It is, of course, possible to show that the word 'meeting' has a meaning different from the ordinary meaning, but there is nothing here to shew this to be the case. It appears therefore to me that this call was not made at a meeting of the company within the meaning of the Act." Now, in the case in the *Weekly Notes*, the meeting was again a meeting of the company; there were several shareholders; a winding-up petition was presented by a creditor and opposed by the company on the ground that a meeting of the company had been held, at which voluntary liquidation had been resolved upon and a liquidator appointed. The meeting was attended by one person only, he having in his pocket the proxies of the only three other shareholders of the company. There, again, the Master of the Rolls held that there had been no meeting in that case. What I have to consider here is whether this is not one of the cases referred to by Lord Coleridge, in which it may be possible to shew that the word "meeting" has a different meaning from that which it usually bears. I am entitled to look at the whole transaction for this purpose, to see what is the object of the provision in the memorandum. That object is that it shall be necessary to obtain and record in a formal manner the assent of the preference shareholders to that course. I think I may take it also that the persons who framed the document had it in their minds—in any case they must be taken to have had it in their minds—that all the shares of this particular class of shares might fall into the hands of one person. There is nothing to prevent it in the memorandum, and I must regard them as intending to provide by the memorandum for any ordinary case that might arise. That being so, I may very fairly say that where one person is the only holder of the shares, as that person cannot meet himself, or form a meeting with himself in the ordinary sense, the framers of the memorandum, having such a possibility in contemplation, must be taken to have used the word "meeting" not in its strict sense, but as including the case of a single shareholder. The only question is the purely technical difficulty

arising from the use of the word "meeting" in the memorandum; there is no difficulty in treating the formal assent as a resolution. On the whole, I think I may give effect to the obvious commonsense view, and construe the word in this particular sense here. On the whole, therefore, I think that the shares were validly issued, and there is no necessity for any rectification of the register, and I refuse the application on that ground.—COUNSEL, for the plaintiff, *Elgood*; for the defendant, *Gore Browne, K.C.*, and *R. E. Otter, Solicitors, Robbins & Co.; Robbins & Co.*, for *Abbot, Pope, Brown, & Abbot, Bristol*.

[Reported by PERCY T. GARDEN, Barrister-at-Law.]

*Re HARDING, DREW v. ST. THOMAS' HOSPITAL.* Eve, J. 23rd Nov.

WILL—CONSTRUCTION—BEQUEST OF MONIES INVESTED IN ANY BANK OR INSTITUTION—CONSOLS WHETHER INCLUDED IN THE BEQUEST.

*A testatrix bequeathed all moneys deposited or invested in any bank or institution, or owing or due to her at her death, to a hospital. The testatrix died possessed of a considerable sum invested in Consols. Held, that the Consols passed under the bequest.*

This was an adjourned summons, asking whether certain items of property, including a sum of Consols, passed under a bequest to St. Thomas' Hospital, or whether they devolved on the next of kin. By her will, the testatrix, who died in August, 1909, after directing her funeral and testamentary expenses to be paid, and after giving certain legacies, bequeathed the residue of her furniture and effects, "together with all moneys deposited or invested in any bank or institution, or owing or due to me at the time of my death, except as hereinbefore provided, to be paid to the Governors of St. Thomas' Hospital." The testatrix died possessed of a considerable sum invested in Consols, and it was argued on behalf of the next of kin that as there was no obligation to redeem Consols, and no time was fixed for payment, they could not be considered as moneys owing or due, or as moneys invested in a bank or institution. The principal cases referred to were *Waite v. Coombes* (5 De G. & S. 676) and *Martin v. Hobson* (L. R. 8 Ch. 401).

EVE, J., said it was clear on the construction of the will that the testatrix intended that the hospital should take the whole of the residue of her property. It had been forcibly argued on behalf of the next of kin that as no time was fixed for repayment of the debt, and there was no obligation to redeem, the Consols could not be described as moneys owing or invested in any bank or institution. But his lordship thought that the testatrix might well have considered that the money was invested in an institution "which still happily exists and in which we are all interested." The hospital, therefore, was entitled to the whole residue.—COUNSEL, *P. O. Lawrence, K.C.*, and *A. Adams; Jessel, K.C.*, and *Clauson, K.C.*; *Vernon, Solicitors, Sandom, Kersey, & Knight; Pennington & Son*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

*Re BRISCOE, ROYDS v. BRISCOE.* Eve, J. 17th Nov.

WILL—DIRECTION TO PAY TESTAMENTARY EXPENSES OUT OF RESIDUE—ESTATE DUTY—SETTLEMENT ESTATE DUTY—INCREASED DUTIES—NEW DUTIES—FINANCE ACT, 1910, SS. 54, 58.

*A testator who died in July, 1909, bequeathed his residuary personally upon trust to pay thereout all his testamentary expenses incident to the trusts, including estate duty and settlement estate duty. Held, that the increased duties and the new duties imposed by the Finance Act, 1910, were payable out of the residuary personally.*

This was an adjourned summons, asking (1) whether the estate duty and settlement estate duty imposed by section 54 of the Finance Act, 1910, payable in respect of real estate and settled legacies was payable out of the testator's residuary personal estate under the clause hereinafter set out of his will, and (2) whether the succession duty and legacy duty of 1 per cent., payable under section 58 (2) of the said Act in respect of the real estate and settled legacies, were also payable out of the testator's residuary personal estate. The testator, who died in July, 1909, by his will dated the 10th of March, 1908, after appointing trustees and executors, and bequeathing certain pecuniary legacies, devised all his real estate in the parish of C. to his daughter, Mrs. G., for her life, with remainder to her children, and devised the residue of his real estate to his son. The testator then bequeathed all the residue of his personal estate "upon trust, by or out of the same to pay all my funeral and testamentary expenses incident to the trusts hereby created, including the estate duty and the settlement estate duty payable in respect of all my said real estate in the parish of C., and of the several sums hereinafter directed to be held in trust for my daughters and their children." The testator then settled certain sums out of his residuary personally on his five daughters and their children, and gave the remainder of the residue to his son. Section 54 of the Finance Act, 1910, increases the previous rates of estate duty and settlement estate duty, and section 58 (2) re-imposes the legacy and succession duties of 1 per cent. on lineal ancestors and descendants and extends it to husbands and wives. It was contended that the new duties imposed by section 58 were not payable out of the residuary personally.

EVE, J., said the cases showed that *prima facie* a direction to pay expenses meant that the beneficiary was to take free from existing duties, and he was of opinion that the new duties were an "expense

incident to the trusts," since they were a necessary preliminary to the establishment of the trusts declared by the will. Further, he did not think that the words "expenses incident to the trusts" were cut down by the subsequent words "including estate duty and settlement estate duty" so as to refer to those duties only. His lordship therefore held that the new duties were payable out of the residuary personality as well as the increased duties.—COUNSEL, P. O. Lawrence, K.C., and Manby; Stewart Smith, K.C., and J. E. King; Gurdon. SOLICITORS, Ulithorne, Currey, & Co., for Nave & Cresswell, Wolverhampton.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## High Court—King's Bench Division.

DOUGLAS v. SANDERSON. Div. Court. 8th Nov.

REGISTRATION OF VOTERS—INTEREST AS A FREEHOLDER—OCCUPATION—SEPARATE DWELLING-HOUSE—REPRESENTATION OF THE PEOPLE ACT, 1832, s. 24.

A freeholder in a borough who occupies the upper part of a house erected on his freehold is not in occupation of the lower part so as to be prohibited from voting for the county as a freeholder.

This was a case stated by the revising barrister for the Tyneside division of Northumberland. "The appellant claimed to have his name inserted in the list of ownership voters for the parish of Jesmond, Newcastle-on-Tyne. His claim was in the following form:—Place of abode, 59, Wolsley-gardens; nature of qualification, freehold house; description of qualifying property, 57 Wolsley-gardens. The claim was duly objected to. The claimant was freeholder of a two-storey building known as 57 and 59 Wolsley-gardens. Each storey formed a separate dwelling-house, entered by a separate outer door. The claimant occupied the upper storey, known as No. 59. The ground floor, known as 57, was occupied by one William Wray as tenant. They occupied separate yards in the rear of the building. The claimant and Wray were each entitled to be, and were in fact, registered as voters in respect of their occupation on the list of occupation voters for the city of Newcastle. Section 24 of the Representation of the People Act, 1832 (2 & 3 Will. 4, c. 45), provides: "Notwithstanding anything hereinbefore contained, no person shall be entitled to vote in the election of a knight or knights of the shire . . . in respect of his estate or interest as a freeholder in any house, warehouse, counting-house, shop, or other building occupied by himself, or in any land occupied by himself, together with any house . . . such house . . . being either separately or jointly with the land so occupied therewith of such value as would . . . confer on him the right of voting for any city or borough." It was contended for the objector that section 24 of the Act of 1832 precluded the claimant from being registered as an ownership elector, because he was himself in occupation of the upper storey of the building, and qualified to vote for the city in respect of such occupation. It was contended for the claimant that he was entitled to be registered in respect of his ownership of No. 57, the separate dwelling occupied by Wray. I thought the claim was barred by section 24 of the Act of 1832 and rejected it." It was argued for the appellant that section 24 of the Act of 1832 prevented a person who had a qualification for a vote in the county in respect of freehold property in a borough, using that qualification when he occupied such property, and thereby obtained an occupation vote in the borough. But the appellant did not occupy No. 57, in respect of which the freehold qualification for a vote in the county was claimed. It was contended for the respondent that No. 57 could not be separated from No. 59, which was occupied by the appellant. No. 59 was exactly above No. 57, and was supported by it, both occupying the same site.

Lord ALVERSTONE, C.J., in giving judgment, said he thought the revising barrister had come to a wrong decision. Nos. 57 and 59 were both owned by the appellant, but were structurally divided into two separate houses. The revising barrister had apparently thought because the appellant occupied the upper part, No. 59, he was within the disqualification under section 24 of the Act of 1832. The object of that section was to prevent a claim for a county vote in respect of premises occupied by the claimant and entitling him to a borough vote, but it was not intended to oust the owner from having any claim to a county vote whatever, for it had been decided that if the premises were of insufficient value to give a borough vote, a county vote could then be obtained for them if they were worth forty shillings a year. If this case were being judged in 1832 probably a stricter view would be taken, and it might be held that the appellant occupied the lower portion of the premises in value of the support rendered by them. That would be too narrow a construction now, as occupation meant occupation in fact. The appellant was therefore the owner of the freehold No. 57, which was not occupied by himself. Therefore the appeal must be allowed.

DARLING and PICKFORD, JJ., delivered judgments in concurrence.—COUNSEL, Lewis Coward, K.C., and Dady; A. A. Bethune. SOLICITORS, Bull & Bull; Philip Thornton, for C. D. Forster & Co., Newcastle-on-Tyne.

[Reported by GERALD DODSON, Barrister-at-Law.]

## Bankruptcy Cases.

Re LAWRENCE & PORTER. Ex parte THE OFFICIAL RECEIVER. Phillimore, J. 28th Nov.

BANKRUPTCY—COSTS—TAXATION—EMPLOYMENT OF SOLICITOR BY OFFICIAL RECEIVER WITH SANCTION OF BOARD OF TRADE—LIMIT OF AMOUNT OF COSTS TO BE INCURRED—BANKRUPTCY ACT, 1883 (66 & 67 VICT. c. 52), s. 73—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 15.

When the Board of Trade in sanctioning the employment of a solicitor to act for the official receiver in a bankruptcy limit the amount of the costs to be incurred, they are at liberty to extend such limit even after the completion of the work on which the solicitors have been employed.

Application to review taxation of costs of the solicitor to the official receiver. A receiving order was made against the debtors in May, 1909, but they were not adjudicated bankrupt as they carried through a scheme of arrangement. Upon the 29th of May, the official receiver wrote to Messrs. R. Miller, Wiggins, & Naylor that he had authority to employ them as solicitors in certain specified matters, but that the costs were not to exceed £10 10s. without his sanction in writing. On the 22nd of July, 1909, the official receiver obtained the sanction of the Board of Trade to an extension of the limit of the costs to be incurred by the sum of £20, making in all £30 10s., and notified the solicitors in writing of this sanction. The solicitors did the work for which the official receiver had been authorized to employ them and the costs thereof exceeded £30 10s. On the 2nd of July, 1910, after all the work had been done the official receiver wrote to the solicitors that he had authority from the Board of Trade to extend the limit to £50. When the solicitors brought in their bill for taxation the taxing master in bankruptcy refused to allow more than £30 10s., being of opinion that the solicitors had no authority to go beyond the sum of £30 10s. without written sanction, and that the sanction given after the work had been done was too late. The solicitors appealed. Counsel for the appellants contended that the sanction of the employment of solicitors under section 73 of the Bankruptcy Act, 1883, which, by section 15 (3) of the Bankruptcy Act, 1890, must be obtained before such employment, is only a sanction to do the particular work, not a sanction of the amount the work is to cost. The Board of Trade, like a private client, may limit the amount to be spent in order to protect themselves, but are free to extend the limit of the amount of the costs either before or after the work has been completed. The case of *Re Duncann* (1892, 1 Q. B. 879) was distinguishable as there no authority to extend the limit of the costs was ever given either before or after completion of the work. No counsel appeared to support the decision of the taxing master.

PHILLIMORE, J. allowed the application, holding that, although the work authorized to be done could not be added to by a sanction after the employment of the solicitors to do such additional work, yet the limit of the costs to be incurred upon the work originally authorized could be extended after it had been completed. The Board of Trade, like a private person, can extend the limit of expense originally imposed for its own protection at any time that it chooses so to do. The Bankruptcy Acts require that the Board of Trade should sanction the employment of solicitors in respect of each particular matter which they are to carry out, but do not require that any particular limit should be put to costs, and if the Board of Trade do put in such a limit for their own protection they are quite at liberty to dispense with it.—COUNSEL, E. T. Henle. SOLICITORS, R. Miller, Wiggins & Naylor.

[Reported by P. M. FRANKS, Barrister-at-Law.]

## Societies.

### United Law Society.

November 28.—Mr. G. R. Smart moved: "That this House is of opinion that the course adopted by the authorities in the *Archer-Shee* case was unjustifiable." Mr. J. A. W. MacGowan opposed. The motion was lost by 2 votes.

## Law Students' Journal.

### Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 29.—Chairman, Mr. G. B. Willis. The subject for debate was, "That the case of *Measures Brothers (Limited) v. Measures* (1910, 2 Ch. 248) was wrongly decided." Mr. Meeks opened in the affirmative, Mr. Parry seconded in the affirmative; Mr. Dollar opened in the negative, Mr. Shearn seconded in the negative. The following members continued the debate:—Messrs. R. W. Handley, Lemon, Pleadwell, Kafka, Blackwell, Willcocks, H. F. Rubinstein, Burgis, Coe, Thorpe, and W. S. Jones. The motion was lost by three votes.

Mr. Justice Bray announced on the 24th ult., says the *Times*, that applications in cases in the common jury lists were in future to be made to him in his private room at 10.20 a.m.



## Stamp Duty on Premium Leaseholds.

The following correspondence has passed between Messrs. Bennett and Leaver, of 41, Moorgate-street, London, and the Chancellor of the Exchequer, and is printed in the *Times* :—

41, Moorgate-street, London, E.C., Aug. 10.  
The Right Hon. D. Lloyd George, M.P., Chancellor of the Exchequer, Treasury, Whitehall, S.W.

Sir,—We beg to direct your attention to what appears to be a somewhat anomalous position under the Finance (1909-10) Act, 1910.

Under section 73 of the Act, the Stamp Duty on a conveyance or transfer on sale of any property, where the consideration does not exceed £500, remains as under the Stamp Act, 1891, viz., 10s. per cent., but the new Act is silent as to the relative Stamp Duty in respect of the premium on the demise of leasehold property at a ground-rent. There is a scale applicable to the ground-rent, but, as before stated, no provision is made as to the duty on the premium, and the Inland Revenue authorities construe this to mean that the duty on the premium, even if the latter is less than £500, is to be at the rate of £1 per cent., and charge accordingly.

This would appear to be either an oversight in the framing of the Act, or obviously an injustice, for, for the sake of argument, supposing in the purchase of a freehold house the consideration is £500, the Stamp Duty would be £2 10s., whereas in the case of the demise of a leasehold house at, say, a ground rent of £5, where the consideration is a premium of, say, £400, the Stamp Duty would be £4, plus the scale on the ground rent.

We have taken the liberty of writing to you on the matter, as, of course, the Inland Revenue authorities say their duty is simply to administer the Act.

We are, Sir, your obedient servants,

BENNETT & LEAVER.

Treasury Chambers, Whitehall, S.W., Nov. 4.

Gentlemen,—With reference to your letter of August 10 last, relative to the Stamp Duty on the purchase of leaseholds when the consideration is less than £500, I am desired by the Chancellor of the Exchequer to inform you that he has under consideration the question of amending section 75 of the Finance (1909-10) Act, 1910, so as to remove the hardship to which you refer.

Yours faithfully,

M. H. SANDS.

Messrs. Bennett and Leaver.

## Legal News.

### Appointments.

The Hon. BALTHAZAR STEPHEN FOSTER has been appointed Stipendiary Magistrate of Birmingham.

Mr. H. D. GREENE, K.C., has been elected treasurer of the Middle Temple for the ensuing year.

### Changes in Partnerships.

Mr. Walter William Woolnough, who retired from active practice some years ago, has now retired from the firm of Brown & Woolnough, of 68A, Lincoln's-inn-fields, London. The firm will be carried on by Mr. Charles Walter Woolnough as heretofore, and he will as from 1st January next be joined in partnership by his brother, Mr. ALFRED ERNEST WOOLNOUGH.

### Dissolution.

ERNEST FRANK KIFT and STEPHEN AYLWIN CAVE, Solicitors (Kift and Cave), Reading, Nov. 19.

[*Gazette*, Nov. 22.]

### Information Wanted.

**WITNESSES TO WILL REQUIRED.**—Re Mr. Frederick Holden Turner (Solicitor), deceased, late of No. 61, Sussex-gardens, Hyde Park, W., and formerly of No. 40, Bedford-row, W.C., Middlesex. The witnesses to any Will signed by the deceased are requested to communicate with Messrs. H. E. & W. Bary, solicitors, 47, Lincoln's-inn-fields, London, W.C.

### General.

A good many K.C.'s who were not in the old Parliament are, says a writer in the *Globe*, seeking to sit in the new. On the Unionist side are Lord Robert Cecil, Mr. A. H. Jessel, Mr. Leslie de Gruther, Mr. Felix Cassel, and Mr. Leslie Scott; on the Radical side are Mr. S. O. Buckmaster, Mr. A. J. Ashton, Mr. Micklem, and Mr. Stewart Smith. Among the juniors fighting in the Unionist cause are Mr. P. Rose Innes, Mr. Bartley Dennis, Mr. E. E. Wild, Mr. J. F. W. Galbraith, Mr. Rigby Swift, Mr. Montague Barlow, Mr. Lort Williams, and Mr. Seymour Lloyd; among those in the Radical ranks are Mr. A. H. Spokes, Mr. Sylvain Mayer, and Mr. I. A. Symmons. Two members of the Bar whose fathers are judges are seeking to be returned—Mr. Vaughan Williams, a son of Lord Justice Vaughan Williams, on the Unionist side, and Mr. R. C. Phillimore, a son of Mr. Justice Phillimore, among the Radical forces.

At the sitting of the Court of Criminal Appeal on the 28th ult., says the *Times*, the Lord Chief Justice said that several notices of appeal had been given, alleging as a ground that there had been misdirection, but not setting out what the misdirection was. In these appeals the misdirection must be clearly indicated, either by reference to the passages in the summing up constituting the alleged misdirection or in some other way.

Mr. Justice Lush, who is a Bencher of Gray's Inn, has been presented by barristers of that society with a silver loving cup of the period of Charles II., a silver salver, and an address on the occasion of his appointment as a judge of the High Court. The presentation was made in the large Pension Chamber at Gray's Inn on Monday by the senior barrister present, and Mr. Justice Lush, in expressing his thanks, asked to be allowed to accept the gifts as tokens of personal regard and affection from fellow-members of the Bar of Gray's Inn.

The law officers, says a writer in the *Daily Telegraph*, need never starve. In 1893-4 (an exceptional year) the Attorney-General made £12,635 apart from his salary of £7,000. In 1880-1 and 1881-2 he made nearly £12,000 in all, in 1882-3 nearly £11,000, in 1886-7 over £12,000, in 1887-8 nearly £12,000, in 1888-9 over £12,000, in 1892-3 over £13,000, and in 1894-5 over £14,000. The Solicitor-General in a good year may net £11,000 in all. This happened to Sir Edward Clarke in 1888-9. But he is subject also to sudden reverses. The same Solicitor-General secured the miserable total of £7,168 in 1891-2.

The good age of eighty-two was reached on the 28th ult., says the *Evening Standard*, by that judicial veteran Lord Lindley. He was created a life peer ten years ago, on his appointment as a Lord of Appeal; he has been on the retired list for the last five years. 1875 was, perhaps, his most eventful year, for he was then made Serjeant-at-Law, Justice of the Common Pleas, and received a knighthood. He is the sole surviving member in England of the Ancient Order of the Coif. Lord and Lady Lindley celebrated their golden wedding two years ago, having had a family of nine children, of whom four sons and two daughters survive.

In a recent address before the Georgia State Bar Association, says the American journal, *Case and Comment*, Judge Hillyer, of Atlanta, discussed what is an admitted weakness in practice before American courts. It was a subject with which experience on the bench naturally had made him familiar. Summing up briefly the evils of criminal court procedure, Judge Hillyer defines the most important as being too much technicality, too little merit; delay, instead of promptness; punishing the poor, letting go the rich, criminal; archaic procedure ruled by irrelevant precedents. The judge holds that in the reform of these evils lies the sole hope of rescuing the courts—a fundamental of popular liberty—from inefficiency and growing public contempt.

A novel way of estimating the length of a case was suggested by Judge Lumley Smith on the 23rd ult., says the *Times*. At half-past 3 in the afternoon he said he would take another case if there was one which would only occupy half an hour. Some of the counsel waiting in court pressed the judge to take the cases in which they appeared. In order to decide between the conflicting claims of counsel for precedence, Judge Lumley Smith asked the Clerk of the Court to hand him the depositions, saying that their weight would enable him to estimate the probable length of time the hearing of the different cases would occupy. Ultimately he decided to take a small case of shop-breaking, in which there were three witnesses, and which was finished within the half-hour.

The General Accident, Fire, and Life Corporation (Limited) announce that in order to insure candidates at the General Election against the cost of possible petitions brought as the result of the action of zealous supporters, they are prepared to issue an indemnity policy at 3 per cent. on the sum to be insured. They say that the premium payable under such a policy is not an election expense, and need not be returned in the official declaration of election expenses. The company state that in the event of a petition the verdict under the varying interpretations of the present election law is always doubtful; the only certainty is the respondent's liability for heavy and sometimes ruinous law costs. The amount of these is governed by the complexity and duration of the case, but generally may be computed at about £3,000.

In a recent case in the City of London Court—an action on a promissory note—it was alleged that the plaintiff, a solicitor, had been instructed to defend one of the defendants, who was charged with embezzlement, both at the police court and the Old Bailey, and that on the second day of the trial at the Old Bailey the plaintiff's clerk brought to the defendant a promissory note for the amount of the charges of the plaintiff and the fees of counsel, stating that if the note was not signed, neither solicitor nor counsel would continue to appear for him. This was denied on behalf of the plaintiff, but, according to the *Times*, Judge Rentoul said that if it were true that the promissory note was signed in the middle of the trial such a proceeding would enable any solicitor to use extortion of the most cruel and iniquitous kind on every prisoner. He hoped that there were few counsel or solicitors who in the middle of a criminal trial would stop, no matter what the circumstances were. If there were, then a prisoner would inevitably be found guilty at once. The plaintiff said that he would never have left any prisoner in the lurch as suggested, but Judge Rentoul did not think that such a note as that sued upon should be enforced, or attempted to be enforced, in any British Court of Justice. He gave judgment for the defendants, with costs, and gave the plaintiff leave to appeal.

At the North London Police Court, before Mr. Hedderwick, on the 25th ult., Herbert Joseph Donovan, ticket-writer, was, says the *Times*, summoned at the instance of the Law Society for having unlawfully, wilfully, and falsely pretended to be a solicitor. Mr. Humphreys, for the Law Society, said that Mr. Charles Kellerman received a letter threatening his wife with proceedings for alleged slanders on a Mrs. Charing, living in the same house. The letter was headed in copperplate writing, "H. J. Donovan, Solicitor." Mr. Kellerman, noticing a number of misspelt words, doubted its genuineness. The defendant said he did not know at the time he was doing wrong. He called Mr. Charing, who said he drafted the letter to frighten Mr. and Mrs. Kellerman, and suggested that Donovan, who was a shopmate, should write it out for him. Mr. Hedderwick said he did not regard this as a bad case, but the law had been broken. The defendant would be bound over to keep the peace for twelve months, and must pay 10s. costs.

The Select Committee of the House of Lords appointed to join with a Committee of the House of Commons to consider the Perjury Bill have issued a second report. They are, says the *Times*, of opinion that the Perjury Bill should be allowed to proceed. The Bill is not simply a consolidation of statute law, but also codifies the common law relating to perjury, and as amended by them represents, except in certain particulars specified, the existing law of England. In the Statute-book there are a number of enactments making false declarations punishable, but while the offences are not substantially different, the punishments affixed appear in each case to have been chosen in a rather haphazard way. The Committee recognize that the amendments they have introduced for the purpose of making punishments more uniform and generalising the law so as to make it applicable to false statements under future as well as past Acts, go beyond codification and consolidation in the strict sense. But unless such a change be made the Committee consider that it would hardly be worth while to attempt to codify the law at all.

It is announced that King Edward VII. having been called to the bar by the Middle Temple and become a bencher in 1861, and having filled the office of treasurer in 1887, the benchers have determined to commemorate the long and close association with which his late Majesty graciously honoured the society by establishing a fund to be called the "King Edward VII. Memorial Fund for Legal Study and Research." This fund will be provided by setting apart annually on the 9th of November (being the anniversary of His late Majesty's birthday) the sum of one hundred guineas to be applied in assisting barristers of the Middle Temple to pursue legal study and research connected with English and foreign law, international law, comparative legislation, constitutional law, and legal history, and such other subjects connected with the profession of the law as the bench may deem deserving of assistance, and it may also be bestowed as a reward for the result of past study and research in the same connection. It was further decided that some building or structural portion of the Middle Temple now existing, or which may hereafter be erected, should be associated with the name of King Edward VII.

In the House of Commons, on the 23rd ult., Mr. Watt asked the Attorney-General if he could give the House any information as to whether the arrears of cases in the King's Bench Division had in any way been reduced by the appointment of the two new judges sanctioned by Parliament in the early part of this Session. The Attorney-General said: I am informed that substantial progress has already been made with the cases in the King's Bench Division, and it is anticipated that before many months have passed the judges will be abreast of their work. Mr. Bowles: May I ask whether the judges are now either sitting for a longer period on Saturdays or for an extra half-hour on other days? The Attorney-General said: I believe it is a fact that they are either sitting a little longer on ordinary days or taking cases at effective sittings on Saturdays. Mr. Bottomley: Has the hon. and learned gentleman had time to consider further the suggestion to facilitate business by the appointment of official shorthand writers for those courts which have not yet got them? The Attorney-General said: I have considered it, and I may say there is, I believe, a desire in my department to consider it favourably. It is thought that it might be a very useful suggestion.

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustrated description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton-street, Brook-street, London, W. [ADVT.]

## Court Papers.

### Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON				Mr. Justice	Mr. Justice
	EMERSONOT	APPEAL COURT	Mr. Justice	Mr. Justice		
	ROTA.	No. 2.	JOTER.	SWINNEY EADY		
Monday, Dec. 5	Mr. Leach	Mr. Farnes	Mr. Beal	Mr. Bloxam		
Tuesday " 6	Borror	Leach	Greswell	Farnes		
Wednesday " 7	Beal	Borror	Goldschmidt	Leach		
Thursday " 8	Greswell	Beal	Synge	Borror		
Friday " 9	Goldschmidt	Greswell	Church	Beal		
Saturday " 10	Synge	Goldschmidt	Theed	Greswell		

Date.	Mr. Justice	Mr. Justice	Mr. Justice	Mr. Justice
	WARRINGTON.	NEVILLE.	PARKES.	SW.
Monday, Dec. 5	Mr. Synges	Mr. Borror	Mr. Goldschmidt	Mr. Theed
Tuesday " 6	Church	Beal	Synge	Bloxam
Wednesday " 7	Theed	Greswell	Church	Farnes
Thursday " 8	Bloxam	Goldschmidt	Theed	Leach
Friday " 9	Farnes	Synge	Bloxam	Borror
Saturday " 10	Leach	Church	Farnes	Beal

## Winding-up Notices.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, NOV. 25.

ACHES TOWNS ENGRAVING CO., LTD.—Petn for winding up, presented Nov 22, directed to be heard at the Court House, St. Albans, Dec 12. Carter & Co, Gt. James st, Bedford row, solors for the petnors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 11.

BIRD (DEVISES), LTD.—Creditors are required, on or before Nov 20, to send their names and addresses, and the particulars of their debts or claims, to David Owen, 28, Milcom st, Bath. Mann & Co, Trowbridge, solors for the liquidator.

BORROCK CONCESSIONS CO., LTD.—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to Alexander Duffield, 29, Fenchurch st, liquidator.

BRITISH ARTIFICIAL RUBBER SYNDICATE, LTD.—Creditors are required, on or before Jan 4, to send their names and addresses, and the particulars of their debts or claims, to James Fraser, 31, Copthall av. Goldberg & Co, West st, Finsbury circus, solors for liquidator.

CHARLES LEE, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 8, to send their names and addresses, and the particulars of their debts or claims, to Alfred Page, c/o Jocelyne & Co, 28, King st, Chesham, liquidator.

COLONIAL INDUSTRIAL TRUST, LTD.—Petn for winding up, presented Nov 22, directed to be heard Dec 6. Morley & Co, Old Broad st, solors for the petnors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 5.

EMIL FRIEDLEY, LTD (IN LIQUIDATION)—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to William Martello Gray, District Bank chambers, Bradford. Watson & Co, Bradford, solors for the liquidator.

KIDDERMINSTER MASONIC HALL AND CLUB CO., LTD (IN LIQUIDATION)—Creditors are required, on or before Nov 20, to send their names and addresses, and the particulars of their debts or claims, to William Johnstone, Central chambers, High st, Kidderminster. Talbot, Kidderminster, solors for the liquidator.

NETHERLANDS PROMOTION SYNDICATE, LTD.—Petn for winding up, presented Nov 21, directed to be heard Dec 6. Tarry & Co, Serjeants' inn, Fleet st, solors for the petnors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 5.

NEW ALBION CO., LTD.—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Frederick Seymour Salaman, 1 and 2, Backlebury, liquidator.

NOBUNITE, LTD.—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to C. Howard Bolton and Ernest Plattsow, 23, Millstone lane, Leicester, liquidators.

PEN'S ARMS HOTEL MUTUAL INVESTMENT SOCIETY, LTD.—Creditors are required, on or before Dec 17, to send their names and addresses, and the particulars of their debts or claims, to John Robert Moroyd, 101, Plantation st, Accrington, liquidator.

PURE ENAMEL BATH CO (1909), LTD.—Petn for winding up, presented Nov 23, directed to be heard Dec 6. Baker & Co, Cannon st, solors for the petnors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 5.

QUEENSLAND ESTATES, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 18, to send their names and addresses, and the particulars of their claims or debts, to Gerald Young, 22, Basinghall st. Cox, Temple chambers solors for the liquidators.

R. P. PRICE & CO (LARGES), LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to James Edwards, Grace, 24, Clare st, Bristol, liquidator.

SECURITIES ACQUISITION SYNDICATE, LTD (IN LIQUIDATION)—Creditors are required, on or before Dec 28, to send their names and addresses, with particulars of their debts and claims, to Charles Harrison Mounsey, 24, Coleman st, liquidator.

TAMMUNA GOLD MINING CO., LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to William Frederick Garland, 6, Queen st pl. Latteys & Hart, Leadenhall st, solors for the liquidator.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, NOV. 29.

CYMRANO SUPPLY CO., LTD.—Creditors are required, on or before Dec 16, to send their names and addresses, and the particulars of their debts or claims, to Gilbert D. Shepherd, Kingsway, Cardiff, liquidator.

LONDON EXHIBITIONS, LTD.—Petn for winding-up, presented Nov 26, directed to be heard Dec 13. Linklater & Co, Bond st, Walbrook, solors for the petnors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 12.

LONDON TRADING BANK, LTD.—Petn for winding up, presented Nov 26, directed to be heard Dec 13. Kenneth & Co, Lennox ho, Strand, solors for the petnors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 12.

LOWESTOFT GRAND AND ROYAL HOTELS, LTD.—Petn for winding up, presented Nov 24, directed to be heard Dec 13. Collyer-Bristow & Co, Bedford row, for Copman & Cadge, Loddon, near Norwich, solors for the petnors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 12.

NORTH STAFFORDSHIRE LABOUR PANS, LTD.—Creditors are required, on or before Dec 18, to send their names and addresses, and the particulars of their debts or claims, to William Frederick Robinson, 1, Lamb st, Hanley, liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, NOV. 25.

C. W. HULLEY, LTD.  
PEN'S ARMS HOTEL MUTUAL INVESTMENT SOCIETY, LTD.  
SECURITIES ACQUISITION SYNDICATE, LTD.  
EAST YORKSHIRE STEAMSHIP CO., LTD.  
HOTEL METROPOLITAN, CHROMER, LTD.  
VICTORIAN DAYLESFORD SYNDICATE, LTD.  
BOORMAN & CO, LTD.  
BORROCK CONCESSIONS CO., LTD.  
BRITISH ARTIFICIAL RUBBER SYNDICATE, LTD.  
GEORGE SPARKS & CO, LTD.  
KIDDERMINSTER SEATING RIFLE, LTD.  
KORE SYNDICATE, LTD.  
BIRD (DEVISES), LTD.



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London Gazette.—TUESDAY, NOV. 29.

SUDAN MINES, LTD.  
 HAMPDEN MOTOR CO. LTD.  
 BROOK MILLS CO. LTD.  
 NEW BUTTERWORTH COLLIERY CO. LTD.  
 ANGO-PARISHIAN (AMERICAN) ROLLER SKATING RINK, LTD.  
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 GRIMSBY RUBBER CO. LTD.  
 DORIA DE VON & CO. LTD.  
 J. MARSDEN & CO. LTD.  
 SOUTHAMPTON ASSOCIATED CO. LTD.  
 ARKELL & WALTERS, LTD.

## The Property Mart.

### Forthcoming Auction Sales.

Dec. 6.—Messrs. HAMPTON & SONS, at the Mart: Residential Flat Property (see advertisement, back page, Nov. 12).  
 Dec. 6.—Messrs. DENHAM, TAYSON, RICHARDSON, & Co., at the Mart, at 2: Leasehold Investments (see advertisement, back page, Nov. 26).  
 Dec. 8.—Messrs. MAY & BOWEN, at the Mart, at 2: Freehold Ground Rents and Properties (see advertisement, back page, this week).  
 Dec. 14.—Messrs. ERWIN FOX, BOURFIELD, BURNETT, & BADDELEY, at the Mart, at 2: Freehold Building Estate and Shop Property (see advertisement, back page, this week and Nov. 19 and 26).  
 Dec. 14.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart, at 2: Freehold Property (see advertisement, back page, this week).

### Result of Sale.

#### REVERSIONS, POLICIES, &c.

Messrs. H. E. FOSTER & CRAWFIELD held their usual Fortnightly Sale (No. 990) of the above-named interests, at the Mart, Tokenhouse-yard, E.C.4, on Thursday last, when the following Lots were sold at the prices named, the total amount realized being £2,488.

#### ABSOLUTE REVERSIONS—

To £360...	...	Sold	£185
To £2,107...	...	"	£1,400
To £1,107...	...	"	£290
REVERSION TO Freehold Ground-Rents of £600 per annum...	...	"	£5,100

## Creditors' Notices.

### Under Estates in Chancery.

#### LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 23.

DAINTON, HENRY, Tunbridge Wells Jan 4 Delves v Dainton, Swinfen Eady, J.  
 CRIPPS, Tunbridge Wells  
 FOUTLER, THOMAS, Hampstead, Wholesale Stationer Jan 7 Foutler v Foutler and Others, Joyce, J. Young, Ely pl, Holborn circus  
 VERR, GEORGE, Louth, Lincoln, Accountant Dec 15 Sizer v Wray and Markham, Warrington, J. Ingoldby, Louth

London Gazette.—FRIDAY, NOV. 25.

SMITH, ANN MARIA, Aspley Guise, Bedford Dec 30 Trevor v Goodhall, Swinfen Eady, J.  
 BIRCHAM, Parliament at, Westminster

## Under 22 & 23 Vict. cap. 35.

### LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 15.

AIANO, ELIZABETH, Canterbury Dec 31 Page, Canterbury  
 ANGUS, JAMES, Portadown rd, Malda vale, Civil Engineer Dec 3 Brown & Co, Lennox House, Norfolk  
 BALL, HENRY, Hildesborough, Sheffield Dec 19 Harrop, Sheffield  
 BARNES, JOHN, Haywards Heath, Sussex Licensed Victualler Dec 16 Hobbs & Young, Brighton  
 BARROW, JOHN, Sternhold av, Streatham hill, Mercantile Clerk Dec 24 Sheehy, Coleman st  
 BERNETT, THOMAS, Dawgreen, Dewsbury, Pawnbroker Dec 15 Schofield & Son, Dewsbury  
 BOURFIELD, ADELAIDE, Scarborough Dec 21 Kay, York  
 CLOUGH, ELIZABETH KEMP, Millbrook, Hants Dec 7 Hodding & Jackson, Salisbury  
 CLOWES, MARTHA ANN MUNT, Messina av, Kilburn Dec 10 Keer & Farnside, Moorgate station chmbrs  
 COLEMAN, JOSEPH, Bedford Dec 17 Sharnan & Trethewy, Amphyll  
 COLLIS ELIZABETH ANN, Nottingham Dec 17 Ransom & Hutton, Nottingham  
 COLSON, ALFRED, Leicester, Civil Engineer Dec 31 Williams, Leicester  
 COOK, WILLIAM, Lingdale, York, Grocer Dec 31 Jackson & Jackson, Middlesbrough  
 COULDWELL, GEORGE, and HANNAH COULDWELL, Wales, York, Farmers Dec 13 Smith & Co, Sheffield  
 DAWE, ROSE ANN, Copse hill, Wimbledon, Surrey Dec 12 Daun, Fenchurch st  
 DORNIER, FRANCIS JOSEPH, Hither Green, Kent, Tobaccoist Dec 9 Preston, Bishops-gate Without  
 ENDERSBY, OLIVE, Southend on Sea Dec 2 Tolhurst & Co, Southend on Sea  
 FERNANSON, CHARLES, Hartlepool, Donkeyman Dec 15 Bell, West Hartlepool  
 GIDDINGS, JOHN, Wilton, Wilts Grocer Dec 13 Wilson & Sons, Salisbury  
 GRAYSON, ABRAHAM, Cockermouth, Cumberland Dec 23 Waugh & Musgrave, Cocker-mouth  
 GRIFFITHS, JOHN DEMPSTER, Oxted, Chester Nov 30 Dean & Son, Liverpool  
 HAWKER, JOSEPH CHARLES, Poole, Dorset, Leather Merchant Dec 19 Trevanion & Co, Poole  
 HERRING, HENRY CHARLES, Southampton, Foreign Money Changer Dec 12 Ensor, Southampton  
 HIRTH, CHRISTIAN SOMMERFELD, Christiansa, Norway Dec 17 Peake & Co, Bedford row  
 HODGKINS, ALFRED, Hanley, Stafford, Veterinary Surgeon Nov 30 Moxon, Hanley  
 HODGKINS, ALFRED SAMUEL, Hanley, Stafford Dec 11 Moxon, Hanley  
 HOBSTMAN, MARTHA, Hutton Rudby, York Dec 31 Bowles-Wilson, Middlesbrough  
 HOOKER, WILLIAM, and MARY ANN HOOKER, Calbourne, I of W, Farmers Dec 17 Balesy, jun, Newport, I of W  
 KELLY, THOMAS, Union sq, Islington Dec 15 Rundle & Hobrow, Basinghall st  
 LAYTON, ELIZA MARY, Oakfield rd, Strood Green Dec 31 Laytons, Budge row, Cannon st  
 NICHOLS, EDWARD CLARKE, South Shields, Master Mariner Dec 11 Grantham & Co, South Shields  
 PLAXTON, SARAH, Kingston upon Hull Dec 17 Crust & Co, Beverley  
 POWELL, WILLIAM, Manchester Dec 12 Sharratt & Saxon, Manchester

RENDALL, LEWIS, Bedford row Dec 31 Church & Co, Bedford row  
 ROWLINGS JOHN, St Budeaux, Devonport, Devon, Naval Pensioner Dec 28 Gill,  
 Devonport  
 SMITH, SARAH, Alexandra rd, South Hampstead Jan 2 Woodcock & Co, Bloomsbury sq  
 SMITH, CHARLOTTE LOUISE, Hove, Sussex Dec 27 Williams, Brighton  
 STRONG, ELLEN ELIZABETH, Shirley, Warwick Dec 31 A & W H Green, Birmingham  
 THOMAS, WILLIAM, Cardiff Dec 13 Jones & Son, Cardiff  
 TOURNEY, HARRY BINDS, Epsom Dec 10 W. J. & E. H. Tremellen, Birkbeck Bank  
 chmbrs, Holborn  
 WALKER, WILLIAM, Yarm on Tees, York Dec 19 T Anson, Middlesbrough  
 WALL, HENRY, Tenbury, Worcester, Sanitary Inspector Dec 10 Davis, Tenbury

WEBSTER, CAROLINE, Aston, Birmingham Dec 22 Pointon & Evershed, Birmingham  
 WEBSTER, JOSEPH, Aston juxta Birmingham, Butcher Dec 22 Pointon & Evershed,  
 Birmingham  
 WHITAKER, THOMAS, Barlow in Wharfedale, York Jan 1 Riley, Halifax  
 WILLIAMS, MARY, Vicarage rd, Hampton Wick, Middlesex Dec 19 Blyth & Co, Gresham  
 House  
 WILLIAMS, EMILY, Mansfield, Nottingham Dec 17 Alcock, Mansfield  
 WILLIAMS, GRACE, Tremerschion, Flint Nov 30 Porter & Co, Colwyn Bay  
 WILSON, MARY, Maidenhead Dec 17 Holt, Purley  
 WORMALD JOSEPH, Leeds Dec 12 Dibb & Co, Leeds  
 WYLLIE, JAMES, Blackpool Dec 30 Banks, Blackpool

## Bankruptcy Notices.

London Gazette.—TUESDAY, NOV. 22.

### RECEIVING ORDERS.

ALGAR, GEORGE EDMUND, Sheringham, Norfolk, Baker  
 Norwich Pet Nov 17 Ord Nov 17  
 BERNARD, CLAUDE, Bristol, Surgeon Bristol Pet Nov 4  
 Ord Nov 18  
 BIRT, BENJAMIN, Nuneaton, Warwick, Grocer Coventry  
 Pet Sept 30 Ord Nov 18  
 BOTTOMLEY, JOSEPH ARTHUR, Halifax, Baker Halifax  
 Pet Nov 18 Ord Nov 18  
 BROADBURY, WILLIAM, Rotherham, Yorks, Plumber  
 Sheffield Pet Nov 18 Ord Nov 18  
 CLACK, EDWIN ROBERT, Upton, Gloucester, Farmer  
 Bristol Pet Nov 17 Ord Nov 17  
 DE SAUX, HAROLD LEWIS, Crediton rd, W Hampstead  
 High Court Pet Oct 25 Ord Nov 16  
 DODGSON, GRANVILLE, Burnley, Company Director  
 Burnley Pet Oct 18 Ord Nov 18  
 EDWARDS, THOMAS JAMES, The Clee Hill, nr Ludlow,  
 Salop, Coal Merchant Leominster Pet Nov 18 Ord  
 Nov 18  
 FISHER, FRANK, Dunvant, Glam, Collier Swansea Pet  
 Nov 17 Ord Nov 17  
 GAUNT, ALBION HENRY, Llanhamlet, Glam, Labourer Neath  
 Pet Nov 18 Ord Nov 18  
 GRACE, GEORGE, Strand, Company Promoter High Court  
 Pet Oct 21 Ord Nov 18  
 GRIFFIN, PERCY THOMAS, Congerstone, Leicester, Cattle  
 Dealer Leicester Pet Nov 19 Ord Nov 19  
 HARGREAVES, JOSIAH MASON, Gateacre, Lancaster  
 Liverpool Pet Nov 3 Ord Nov 18  
 HUGHES, JOHN, Llandudno, Butcher Bangor Pet Nov 19  
 Ord Nov 19  
 OTTEY, ALBERT GLOVER, Thringstone, Leicester, Cricket  
 Groundsman Burton on Trent Pet Nov 17 Ord  
 Nov 17  
 REDFERN, JOHN ROBERT, Bowdon, Chester, Merchant's  
 Buyer Manchester Pet Nov 17 Ord Nov 17  
 RHODES, WILLIAM, West Hendon, Dairyman Barnet  
 Pet Oct 26 Ord Nov 17  
 SAXTON, JOHN ISIDORE, Norwich, Glass Dealer Norwich  
 Pet Nov 8 Ord Nov 18  
 STARNER, GEORGE, Great Grimsby, Fishing Vessel Master  
 Great Grimsby Pet Nov 17 Ord Nov 17  
 TARR, DANIEL JOHN, Cardiff, Coal Merchant Cardiff Pet  
 Nov 17 Ord Nov 17  
 VREAL, ARTHUR WALTER, Great Grimsby G eat Grimsby  
 Pet Nov 16 Ord Nov 16  
 WARD, HENRY, Derby, Fish Salesman Derby Pet Nov  
 17 Ord Nov 17  
 WHITE, HENRY, Upper Parkstone, Dorset Poole Pet  
 Nov 4 Ord Nov 18

### FIRST MEETINGS.

ANDREWS, ZACHARIAH, Aberdare, Theatre Manager Nov  
 30 at 12 Off Rec, St Catherine's chmbrs : t Catherine  
 at Pontypridd  
 BARGWELL, ALBERT EDWARD, Gt Yarmouth Nov 30 at  
 12 Off Rec, 8, King st, Norwich  
 BEALES, EDWIN WOMACK, North Lopham, Norfolk,  
 Butcher Dec 15 at 12 Off Rec, 36, Princes st, Ips-  
 wich  
 BOTTOMLEY, JOSEPH ARTHUR, Halifax, Baker Nov 30 at  
 10.45 County Court, Fawcett st, Halifax  
 CHUGG, SARUEL, Neath, Glam, Builder Dec 1 at 11.30  
 Off Rec, Government bldgs, St Mary's st, Swansea  
 CLACK, EDWIN ROBERT, Upton, Gloucester, Farmer Nov 30 at  
 12 Off Rec, 36, Baldwin st, Bristol  
 COOPER, LEUT K E, Bromley, Kent Dec 1 at 11 133, York  
 rd, Westminster Bridge rd

DALLMAN, WILLIAM, Wallington, Surrey, Builder Nov  
 30 at 12 132, York rd, Westminster Bridge rd  
 GRACE, GEORGE, Strand, Company Promoter Nov 30 at  
 2.30 Bankruptcy bldgs, Carey st  
 GRIFFIN, PERCY THOMAS, Congerstone, Leicester, Cattle  
 Dealer Nov 30 at 3 Off Rec, 1, Berridge st, Leicester  
 HILL, WALTER JAMES, Clevedon, Somerset, Surgeon Nov  
 30 at 11.45 Off Rec, 26, Baldwin st, Bristol  
 HODSON, HAROLD, Southsea, Bants, Engineer Lieutenant  
 Nov 3 at 3 Off Rec, Cambridge junc, High st, Port-  
 smouth  
 KRAPMAN, JOHN, Sketty, nr Swansea, Post Office Clerk  
 Dec 1 at 11 Off Rec, Government bldgs, St Mary's st,  
 Swansea  
 OSBORNE, THOMAS ARTHUR, Sneinton, Nottingham, Joiner  
 Nov 30 at 11 Off Rec, 4, Castle pl, Park st, Notting-  
 ham  
 PERRY, FRANK ALBERT, Southsea, Bants, Baker Dec 1 at  
 3 Off Rec, Cambridge junc, High st, Portsmouth  
 REDFERN, JOHN ROBERT, Bowdon, Cheshire, Merchants'  
 Buyer Dec 1 at 3 Off Rec, Byrom st, Manchester  
 RIVERS, HENRY JOHN, Bristol, Ironmoulder Nov 30 at  
 11.45 Off Rec, 26, Baldwin st, Bristol  
 SARDIFORD, ALBERT, Southport, Bootmaker Nov 30 at 11  
 Off Rec, 35, Victoria st, Liverpool  
 STANBURY, ARTHUR, Liverpool, Cycle Accessories Dealer  
 Dec 2 at 11 Off Rec, 35, Victoria st, Liverpool  
 STARNER, GEORGE, Great Grimsby, Fishing Vessel Master  
 Dec 1 at 10.30 Off Rec, St Mary's chmbrs, Great  
 Grimsby  
 SMITH, THOMAS, Guildford, Builder Nov 30 at 11.30 132  
 York rd, Westminster Bridge  
 STEVENS, SIDNEY CHARLES, Shaftesbury, Dorset, Builder  
 Nov 10 at 12.45 Off Rec, City chmbrs, Catherine st,  
 Salisbury  
 STONHAM, CHARLES THOMAS, Sheerness, Grocer Dec 7 at  
 3 115, High st, Rochester  
 TABINER, THOMAS, Kingston upon Hull, Leather Mer-  
 chant Nov 30 at 11 Off Rec, York City Bank chmbrs,  
 Lowgate, Hull  
 VREAL, ARTHUR WALTER, Great Grimsby Nov 30 at 11.30  
 Off Rec, St Mary's chmbrs, Great Grimsby  
 WADE, CHARLES HENRY, Wigan, Furniture Dealer Dec 5  
 at 3 19, Exchange st, Bolton  
 WEBB, FRANK (EDWARD), Paignton, Devon, Hotel Pro-  
 prietor Nov 30 at 2.30 The Gerston Hotel, Paignton  
 WELLES, WILLIAM FREDERICK, Temple Fortune In,  
 Golder's Green, Plumber Dec 1 at 13 14, Bedford  
 row  
 WELLS, GEORGE HERBERT, Formby, Lancaster Dec 1 at  
 11 Off Rec, 35, Victoria st, Liverpool  
 WHERRY, JOHN WILLIAM, Gt Grimsby, General Carrier  
 Nov 30 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby  
 WHITE, HENRY, Upper Parkstone, Dorset Dec 1 at 2.30  
 Arcade chmbrs (first floor), Bournemouth  
 WILLIAMS, HUGH, Ambley, Anglesey, Butcher Dec 2 at  
 2.15 Dinorcia Arms Hotel, Ambley  
 WILLIAMS, WILLIAM JAMES, Bolton, Journeyman Painter  
 Dec 6 at 3 19, Exchange st, Bolton

### ADJUDICATIONS.

ALGAR, GEORGE EDMUND, Sheringham, Norfolk, Baker  
 Norwich Pet Nov 17 Ord Nov 17  
 BOTTOMLEY, JOSEPH ARTHUR, Halifax, Baker Halifax  
 Pet Nov 18 Ord Nov 18  
 BROADBURY, WILLIAM, Rotherham, York, Plumber  
 Sheffield Pet Nov 18 Ord Nov 18  
 CLACK, EDWIN ROBERT, Hawkesbury Upton, Gloucester, Farmer  
 Bristol Pet Nov 17 Ord Nov 17  
 DIMMOCK, EDWARD A, Bournemouth Poole Pet July 30  
 Ord Nov 18  
 EDWARDS, THOMAS JAMES, The Clee Hill, nr Ludlow,  
 Salop, Coal Merchant Leominster Pet Nov 18 Ord  
 Nov 18

FISHER, FRANK, Dunvant, Glam, Collier Swansea Pet  
 Nov 17 Ord Nov 17  
 GAUNT, ALBION HENRY, Llanhamlet, Glam, Labourer Neath  
 Pet Nov 18 Ord Nov 18  
 GRIFFIN, PERCY THOMAS, Congerstone, Leicester, Cattle  
 Dealer Leicester Pet Nov 19 Ord Nov 19  
 HUGHES, JOHN, Llandudno, Butcher Bangor Pet Nov 19  
 Ord Nov 19  
 OSBORNE, THOMAS ARTHUR, Sneinton, Nottingham,  
 Joiner Nottingham Pet Oct 5 Ord Nov 18  
 OTTEY, ALBERT GLOVER, Thringstone, Leicester, Cricket  
 Groundsman Burton on Trent Pet Nov 17 Ord  
 Nov 17  
 REDFERN, JOHN ROBERT, Bowdon, Chester, Merchant's  
 Buyer Manchester Pet Nov 17 Ord Nov 17  
 STARNER, GEORGE, Gt Grimsby, Fishing Vessel Master  
 Gt Grimsby Pet Nov 17 Ord Nov 17  
 SUDDELAND, AQUILA, Halifax, Cotton Doubler Halifax  
 Pet Oct 5 Ord Nov 18  
 TARR, JOHN DANIEL, Cardiff, Coal Merchant Cardiff  
 Pet Nov 17 Ord Nov 17  
 VREAL, ARTHUR WALTER, Great Grimsby Great Grimsby  
 Pet Nov 16 Ord Nov 16  
 WADE, CHARLES HENRY, Wigan, Furniture Dealer Wigan  
 Pet Oct 22 Ord Nov 17  
 WARD, HENRY, Derby, Fish Salesman Derby Pet Nov 17  
 Ord Nov 17  
 WATT, ROBERT JOHN, Croydon, Chemist Chelmsford Pet  
 Oct 17 Ord Nov 16

Amended notice substituted for that published in the  
 London Gazette of Oct. 13:

UMPLEBY, GEORGE DIGBY, Bolton on Dearns, Yorks,  
 Grocer Sheffield Pet Sept 21 Ord Oct 13

### ADJUDICATION ANNULLED.

BIGGIN, HARRY, Sheffield Sheffield Adjud July 27, 1909  
 Annul Nov 17, 1910

### ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

CUMMINS, FREDERICK TRAVIS, Coleman at High Court  
 Rec Ord April 26 Adjud June 20 Resc Annul Nov 16

London Gazette.—FRIDAY, NOV. 25.

### RECEIVING ORDERS.

BAKER, GEORGE FREDERICK, South Allington, nr Kings-  
 bridge, Devon, Farmer Plymouth Pet Nov 23 Ord  
 Nov 23  
 BARRER, LAWRENCE GLEN, Keith House, Regent st,  
 Theatrical Agent High Court Pet Oct 20 Ord Nov  
 22  
 BATESON, NELSON, Nelson, Lancs, General Dealer Burnley  
 Pet Nov 19 Ord Nov 19  
 BAYNESTOCK, THOMAS, West Wycombe, Bucks, Farmer  
 Aylesbury Pet Nov 23 Ord Nov 23  
 BEARLEY, H R, Bedford Court MANS, Bedford sq High  
 Court Pet Oct 18 Ord Nov 22  
 BROOKE, LIEUT KENNEDY GREARD, Dartmouth High  
 Court Pet Oct 6 Ord Nov 22  
 BURNETT, GEORGE, Avenue chmbrs, Bloomsbury sq High  
 Court Pet Sept 12 Ord Nov 22  
 BYGATE, JOHN HENRY, Brough, York, Florist Kingston  
 upon Hull Pet Nov 22 Ord Nov 22  
 CAVET, LEONARD, New Cross rd, Auctioneer High Court  
 Pet Nov 2 Ord Nov 21  
 CLUGG, SMITH, Dewsbury, Rug Manufacturer Dewsbury  
 Pet Nov 21 Ord Nov 21  
 COUCH, NICHOLAS JOHN, Derby, Joiner Derby Pet Nov 23  
 Ord Nov 23  
 CRABBE, WALTER FERRIS, Merthyr Tydfil, Cycle Dealer  
 Merthyr Tydfil Pet Nov 22 Ord Nov 22  
 DEAN, LOUIS, Birmingham, Furniture Dealer Birmingham  
 Pet Oct 21 Ord Nov 14

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

## SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter Sessions have been conducted under the  
 direction and supervision of the Corporation.

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent  
 on application.



DUFFETT, CLERMONT FRANCIS, Kingsdown, Bristol, Clerk  
Bristol Pet Nov 5 Ord Nov 21  
FOULKES, HARRY, Ripley, Derby, Grocer Derby Pet Nov  
21 Ord Nov 21  
GIBB, ARTHUR MAT, Weston super Mare, Cabinet Maker  
Bridgewater Pet Nov 11 Ord Nov 21  
GRANT, ALEXANDER, Bracebridge, Low Fields, Lincs,  
Market Gardener Lincoln Pet Nov 23 Ord Nov 23  
GROSVENOR, BERNARD FRANCIS SERATIS, Taplow Windsor  
Pet Oct 13 Ord Oct 23  
GUSTARD, THOMAS WILLIAM, Seaham Harbour, Durham,  
Grocer Sunderland Pet Nov 23 Ord Nov 23  
HALL, MISSIE, Morecambe, Lancs, Fancy Goods Dealer  
Fresno Pet Nov 23 Ord Nov 23  
HAWES, CHARLES, Plymouth, Oil Merchant Plymouth  
Pet Nov 21 Ord Nov 21  
HARDEN, WILLIAM ARTHUR, Ripon, Yorks, Travelling  
Draper Northallerton Pet Nov 21 Ord Nov 21  
HOOPER, ELLIOTT, Cromer, Norfolk, Boarding house  
keeper Ipswich Pet Nov 21 Ord Nov 21  
LAW, MARK, Ombersley, Worcester, Farmer Worcester  
Pet Nov 23 Ord Nov 23  
LIGHT, EDWIN FRED, Kilmington, Wilts, Haulier Frome  
Pet Nov 23 Ord Nov 23  
MILLER, JOHN WILLIAM, Sedminster, Bristol, Carpenter  
Bristol Pet Nov 23 Ord Nov 23  
MITCHELL, EDWIN KINGSLAND and GEORGE FREDERICK  
MITCHELL, Cardiff, Cabinet Makers Cardiff Pet Nov  
23 Ord Nov 23  
MORGAN, JOHN, Pontyhydfen, Port Talbot, Glam, Engine  
Driver Neath Pet Nov 21 Ord Nov 21  
MORGAN, TIMOTHY, Chepstow, Fishmonger Newport,  
Mon Pet Nov 23 Ord Nov 23  
NUTTALL, JOHN, Rochdale, Tinplate Worker Rochdale  
Pet Nov 23 Ord Nov 23  
PAYNTER, FRANCIS BEVILL DEVOY, Cheltenham, Mechan-  
ician Cheltenham Pet Nov 21 Ord Nov 21  
PERRY, WILLIAM ALFRED, Rhymney, Baker Tredegar  
Pet Nov 23 Ord Nov 23  
PERRY, LAURA ADELAIDE, Cardiff, Draper Cardiff Pet  
Nov 10 Ord Nov 23  
SHERIFF, EDWARD, Grantham, Grocer Nottingham Pet  
Nov 23 Ord Nov 23  
SIMPSON, HENRY, Kingston upon Hull Kingston upon Hull  
Pet Nov 23 Ord Nov 23  
SIZER, GEORGE LEWIS, Newport, Middlesbrough, Coal  
Merchant Middlesbrough Pet Nov 11 Ord Nov 23  
SMITH, FREDERICK GEORGE, Hove, Sussex, Hosier Brighton  
Pet Nov 21 Ord Nov 21  
THORPE, THOMAS JAMES, Brackley, Northampton, Nursery-  
man Banbury Pet Nov 23 Ord Nov 23  
UZZELL, STEPHEN JOHN, Cirencester, Fishmonger Swin-  
don Pet Nov 19 Ord Nov 19  
WALTON, WILLIAM, Barnby Moor, Notts, Cycle Dealer  
Lincoln Pet Nov 23 Ord Nov 23  
WESTON, THOMAS FRANK, Sturry, Kent, Baker Canter-  
bury Pet Nov 21 Ord Nov 21  
ZARDESKI, PAULINE, Neath, Glam, Wall Paper Merchant  
Neath Pet Nov 23 Ord Nov 23

## RECEIVING ORDER RESCINDED.

KRYE, LIEUT ADRIAN ST VINCENT, Stepney High Court  
Rec Ord Aug 24 Resc Nov 23

## FIRST MEETINGS.

ALGAR, GEORGE EDMUND, Sheringham, Norfolk, Baker  
Dec 3 at 12.30 Off Rec, 8, King st, Norwich  
BARBER, LAWRENCE GLEN, Keith House, Regent st,  
Theatrical Agent Dec 7 at 11 Bankruptcy bldg,  
Carey st  
BRASLEY, H B, Bedford Court mans, Bedford sq Dec 5 at  
11 Bankruptcy bldg, Carey st  
BRET, BENJAMIN, Nuneaton, Warwick, Grocer Dec 5 at  
11.30 Off Rec, 8, High st, Coventry

BROOKE, LEON KENNEDY GERARD, Dartmouth Dec 5 at 1  
Bankruptcy bldg, Carey st  
BURFITT, GEORGE, Avenue Chambers, Bloomsbury sq Dec 7  
at 12 Bankruptcy bldg, Carey st  
BURNS, MARGARET MORRALL, Berwick upon Tweed,  
Potato Merchant Dec 6 at 12 Off Rec, 3, Molesy st,  
Newcastle upon Tyne  
BUTLER and STEVENS, Eastbourne, Builders Dec 5 at 11.30  
Off Rec, 12A, Marlborough pl, Brighton  
CAYST, LEONARD, New Cross rd, Auctioneer Dec 5 at 12  
Bankruptcy bldg, Carey st  
CLEGG, SMITH, Dewsbury, York, Rug Manufacturer Dec  
5 at 11 Off Rec, Bank Chambers, Corporation st, Dew-  
sbury  
COLLINS, CHARLES WALTER, Tunbridge Wells, General  
Smith Dec 2 at 11 Off Rec, 12A, Marlborough pl,  
Brighton  
DE SAXE, HAROLD LEWIS, Crediton rd, West Hampstead  
Dec 6 at 11 Bankruptcy bldg, Carey st  
DEWYALL, ELIZABETH, Steynton, Farnbrooke Dec 3 at 12.45  
Off Rec, Camberish  
DIVER, ALICE, Folkestone, Hotel Manageress Dec 3 at  
9.30 Off Rec 68A, Castle st, Canterbury  
GREEN, ELIZABETH MARGARET, Hove, Brighton Dec 5 at  
Off Rec, No 12A, Marlborough pl, Brighton  
GROSVENOR, BERNARD FRANCIS SERATIS, Taplow, Bucks Dec  
6 at 12 14, Bedford row  
HARDON, MARSHALL CHAPMAN, Thorpe, Cambridge, Miller  
Dec 5 at 12 The Law Courts, Peterborough  
HOLMES, SYDNEY MARK, jun, and WILLIAM CROW HOLMES,  
Nottingham, Bakera Dec 3 at 11 Off Rec, 4, Castle  
pl, Park st, Nottingham  
JARVIS, WILLIAM, Northumberland park, Tottenham  
Public Accountant Dec 5 at 12 14, Bedford row  
JOHN, WILLIAM PRITCHARD, Ruabon, Denbigh, Tobacco  
Dealer Dec 5 at 12 Crypt chambers, Chester  
OTTER, ALBERT GLOVER, Thringstone, Leicestershire, Cricket  
Groundsman Dec 5 at 12.30 Off Rec, 47, Full st,  
Derby  
SHAYLER, JOHN GEORGE WILLIAM, Hove, Sussex, Chester,  
Painter Dec 5 at 2.30 Off Rec, 33, Victoria st, Liver-  
pool  
SMITH, FREDERICK GEORGE, Hove, Sussex, Hosier Dec 5  
at 12.30 Off Rec, 12A, Marlborough pl, Brighton  
TARR, DANIEL JOHN, Cardiff, Coal Merchant Dec 5 at 3  
117, St Mary st, Cardiff  
TRALE, HERBERT GREENWOOD, Leeds, Solicitor Dec 5 at 3  
Off Rec, 24, Bond st, Leeds  
UZZELL, STEPHEN JOHN, Cirencester, Fishmonger Dec 5 at  
11 Off Rec, 38, Regent circus, Swindon  
WARD, HENRY, Derby, Fish Salesman Dec 5 at 11.30 Off  
Rec, 47, Full st, Derby  
WATT, ROBERT JOHN, Croydon, Chemist Dec 5 at 3 14,  
Bedford row

## ADJUDICATIONS.

BAKER, GEORGE FREDERICK, South Allington, nr Kings-  
bridge, Devon, Farmer Plymouth Pet Nov 23 Ord  
Nov 23  
BARTON, NELSON, Nelson, Lancs, General Dealer Burnley  
Pet Nov 19 Ord Nov 19  
BAYBROOK, THOMAS, West Wycombe, Bucks, Farmer  
Aylesbury Pet Nov 23 Ord Nov 23  
BEHARD, CLAUDE, Fishponds, Bristol, Surgeon Bristol  
Pet Nov 4 Ord Nov 23  
BURNS, MARGARET MORRALL, Berwick upon Tweed,  
Potato Merchant Newcastle upon Tyne Pet Oct 23  
Ord Nov 23  
BYGATE, JOHN HENRY, Brough, York, Florist Kingston  
upon Hull Pet Nov 23 Ord Nov 23  
CAPPEL, RANDOLPH DE VERA, Savoy st, Strand High Court  
Pet June 23 Ord Nov 21  
CLEGG, SMITH, Dewsbury, York, Rug Manufacturer Dew-  
sbury Pet Nov 21 Ord Nov 21

COLLINS, CHARLES WALTER, Tunbridge Wells, General  
Smith Tunbridge Wells Pet Oct 23 Ord Nov 23  
COUCH, NICHOLAS JOHN, Derby, Joiner Derby Pet Nov  
23 Ord Nov 23  
CRABBE, WALTER FRANK, Merthyr Tydfil, Cycle Dealer  
Merthyr Tydfil Pet Nov 23 Ord Nov 23  
DODGSON, GRANVILLE, Burnley, Company Director Burn-  
ley Pet Oct 29 Ord Nov 23  
EWEL, JOHN, Seven Kings, Essex, Sail and Flag Maker  
High Court Pet Oct 4 Ord Nov 21  
FOULKES, HARRY, Ripley, Derby, Grocer Derby Pet Nov  
21 Ord Nov 21  
GRANT, ALEXANDER, Bracebridge, Low Fields, Lincs,  
Market Gardener Lincoln Pet Nov 23 Ord Nov 23  
GUSTARD, THOMAS WILLIAM, Seaham Harbour, Durham,  
Grocer Sunderland Pet Nov 23 Ord Nov 23  
HALL, MISSIE, Morecambe, Lancs, Fancy Goods Dealer  
Fresno Pet Nov 23 Ord Nov 23  
HAWES, CHARLES, Plymouth, Oil Merchant Plymouth  
Pet Nov 21 Ord Nov 21  
HEEDEN, WILLIAM ARTHUR, Ripon, Yorks, Travelling  
Draper Northallerton Pet Nov 21 Ord Nov 21  
HOOPER, ELLIOTT, Cromer, Boarding House Keeper Ipswich  
Pet Nov 21 Ord Nov 21  
LEWIS, MARK, Ombersley, Worcester, Farmer Worcester  
Pet Nov 23 Ord Nov 23  
LIGHT, EDWIN FRED, Kilmington, Wilts, Haulier Frome  
Pet Nov 23 Ord Nov 23  
MITCHELL, EDWIN KINGSLAND, and GEORGE FREDERICK  
MITCHELL, Cardiff, Cabinet Makers Cardiff Pet Nov  
23 Ord Nov 23  
MORGAN, TIMOTHY, Chepstow, Mon, Fishmonger New-  
port, Mon Pet Nov 23 Ord Nov 23  
MORGAN, JOHN, Pontyhydfen, Port Talbot, Glam, Engine  
Driver Neath Pet Nov 21 Ord Nov 21  
NUTTALL, JOHN, Rochdale, Tinplate Worker Rochdale  
Pet Nov 23 Ord Nov 23  
PAYNTER, FRANCIS BEVILL DEVOY, Cheltenham, Mechan-  
ician Cheltenham Pet Nov 21 Ord Nov 21  
PERRY, WILLIAM ALFRED, Rhymney, Baker Tredegar Pet  
Nov 23 Ord Nov 23  
SHERIFF, EDWARD, Grantham, Grocer Nottingham Pet  
Nov 23 Ord Nov 23  
SIMPSON, HENRY, Kingston upon Hull Kingston upon  
Hull Pet Nov 23 Ord Nov 23  
SMITH, FREDERICK GEORGE, Hove, Sussex, Hosier Bright-  
on Pet Nov 21 Ord Nov 21  
THORPE, THOMAS JAMES, Brackley, Northampton, Nursery-  
man Banbury Pet Nov 23 Ord Nov 23  
UNRA, HARRY ADOLPH, Hillmorton rd, Holloway High  
Court Pet Oct 7 Ord Nov 18  
UZZELL, STEPHEN JOHN, Cirencester, Fishmonger Swin-  
don Pet Nov 19 Ord Nov 19  
WALTON, WILLIAM, Barnby Moor, Notts, Cycle Dealer  
Lincoln Pet Nov 23 Ord Nov 23  
WESTON, THOMAS FRANK, Sturry, Kent, Baker Canter-  
bury Pet Nov 21 Ord Nov 21  
WHITE, HENRY, Upper Parastone, Dorset Poole Pet Nov  
4 Ord Nov 21  
ZARDESKI, PAULINE, Neath, Glam, Neath Pet Nov 23  
Ord Nov 23

## ADJUDICATIONS ANNULLED.

COUCH, WILLIAM JOHN, Anerley, Surrey Croydon Adjud  
July 3, 1907 Annul Oct 20, 1910  
MURDAY, CHARLES, Southampton, Oil and Colour Merchant  
Southampton Adjud July 2, 1908 Annul Nov 8, 1910

London Gazette.—TUESDAY, Nov. 29.

## RECEIVING ORDERS.

BACE, WILLIAM HERBERT, Holmewood gins, Streatham  
Hill Wandsworth Pet Nov 3 Ord Nov 24  
BUCK, FRANK, Hosack rd, Balham Wandsworth Pet  
Nov 3 Ord Nov 24  
CALVERT, EUGENIE, Garrick st, Billiard Table Maker  
High Court Pet Oct 13 Ord Nov 23  
COOK, HARRY HOLTUM, Colwyn Bay, Denbigh, Stationer  
Bangor Pet Nov 26 Ord Nov 24  
DALEMYN-CLARK, IAN HAW WALDSGRAVE STAIN, Gt  
Missenden, Bucks Aylesbury Pet Nov 10 Ord Nov 20  
DUKE, HENRY, Stapenhill, Derby, Draper Burton on Trent  
Pet Nov 24 Ord Nov 24  
FAULCONBERG, BENJAMIN JAMES, Loughton Common,  
York, General Dealer Sheffield Pet Nov 24 Ord  
Nov 24  
FISHER, MARGARET, Rock Ferry, Chester, Confectioner  
Birkenhead Pet Nov 18 Ord Nov 24  
HADDIS, ISABEL, Landport, Hants, Draper Portsmouth  
Pet Nov 24 Ord Nov 24  
HEANE, JAMES, Luton, Bedford, Newsagent Luton Pet  
Nov 23 Ord Nov 23  
INMAN, CUTHBERT MARSHALL, Bedford row High Court  
Pet July 23 Ord Nov 15  
JONES, CARL WILHELM, Upton Park, Essex, Tobacco Dealer  
High Court Pet Oct 12 Ord Nov 19  
JONES, MARY ANN, Morriston, Swansea, Tailor Swansea  
Pet Nov 23 Ord Nov 23  
KENNEDY, EDWARD, Arundel st, Strand, Company Director  
High Court Pet Nov 23 Ord Nov 25  
LOGAN, FREDERICK LOGAN, Ascot, Berks Kingston, Surrey  
Pet Oct 24 Ord Nov 24  
LOUIS, JEAN LEON, New Silksworth, I urham, Physician  
Sunderland Pet Nov 24 Ord Nov 24  
MAJOR, ALBERT EUSTACE, Reading, Motor Factor Reading  
Pet Nov 26 Ord Nov 26  
MOUNT, R C, Bracknell, Berks, Company Director Windsor  
Pet Nov 3 Ord Nov 26  
NURN, WILLIAM JAMES, Clacton on Sea, Accountant Col-  
chester Pet Nov 14 Ord Nov 21  
NUTTALL, SAMUEL, Burnley, Tin and Copper Smith Burnley  
Pet Nov 24 Ord Nov 24  
PARKER, JAMES, Blackburn, Wholesale Hardware Dealer  
Blackburn Pet Nov 23 Ord Nov 23  
PARKIN, THOMAS, jun, Ilfracombe, Hairdresser Barnstaple  
Pet Nov 24 Ord Nov 24  
PHILLAN, WILLIAM MORTIMER, Kinghorn st, Smithfield,  
Provision Merchant High Court Pet July 15 Ord  
Nov 26  
RAMSDALE, WILLIAM ALBERT, Lillingston, Barman Stock-  
ton on Tees Pet Nov 23 Ord Nov 23

LIFE INTERESTS  
AND  
REVERSIONS

(Absolute or Contingent)

PURCHASED.

Good prices given for approved Securities.

## LOANS GRANTED

Upon Security of Life Interests, Reversions, &amp;c.

## MORTGAGES

Upon first-class properties considered.

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STAR LIFE ASSURANCE  
SOCIETY,

32, Moorgate Street, E.C.

J. DOUGLAS WATSON, F.I.A., Manager and Actuary.

Proposal Forms  
on  
application.Assets:  
£6,500,000

REYNOLDS, RICHARD PHILIP, Dorking, Surrey, Cycle Agent  
Croydon Pet Nov 24 Ord Nov 24  
ROBERTS, ARTHUR, Liverpool, Builder Liverpool Pet Nov  
8 Ord Nov 24  
SHAW, THOMAS JAMES, Hanley, Potter's Manager  
Hanley Pet Nov 12 Ord Nov 24  
SHAWING, ROBERT, Ormesby St Margaret, Norfolk Great  
Yarmouth Pet Nov 24 Ord Nov 24  
SIMPSON, DAVID BARBARA, Great Grimsby, Grocer Great  
Grimsby Pet Nov 23 Ord Nov 23  
SMITH, WILLIAM, Middlesbrough, Dr Examiner,  
Threshing Machinist Exeter Pet Nov 23 Ord  
Nov 23  
SMITH, BEN, Lee Mount, Halifax, Hay Dealer Halifax  
Pet Nov 24 Ord Nov 24  
VAUGHAN, LIONEL GEORGE WILLIAM, Gillingham, Kent  
Rochester Pet Nov 23 Ord Nov 23  
VON HOFFMAN, A. W., Northumberland av High Court  
Pet Nov 2 Ord Nov 24  
WADE, MATTHEW, Romanby, nr Northallerton, York, Fish-  
monger Northallerton Pet Nov 23 Ord Nov 23  
WHITBROD, GEORGE SMITH, Great Yarmouth, Carter Great  
Yarmouth Pet Nov 23 Ord Nov 23  
WRIGHT, SAMUEL ISAAC NORTH, Manor Baths, Asken, York, Bath Proprietor Sheffield Pet Nov 26 Ord  
Nov 26

## FIRST MEETINGS.

BACH, WILLIAM HERBERT, Holmewood adns, Streatham  
hill Dec 7 at 2.30 122, York rd, Westminster Bridge  
BANKS, GEORGE FREDERICK, South Allington, nr Kings-  
bridge, Devon, Farmer Dec 9 at 12, 7, Buckland ter,  
Plymouth  
BERNARD, CLAUDE, Bristol, Surgeon Dec 7 at 11.30 Off  
Rec, 26, Baldwin st, Bristol  
BROADHURST, WILLIAM, Kotherham, York, Plumber Dec  
7 at 12 Off Rec, Fletting In, Sheffield  
BUCK, FRANK, Hosaok rd, Balham Dec 8 at 11.30 122,  
York rd, Westminster Bridge rd  
BYGATE, JOHN HENRY, Brough, York, Florist Dec 8 at 12  
Off Rec, York City Bank chmbrs, Lowgate, Hull  
CALVERT, ED DAUPHINE, Garrick st, Billiard Table Maker  
Dec 8 at 11 Bankruptcy bldgs, Carey st  
COX, FREDERICK WILLIAM, Haslemere, Surrey Dec 9 at  
11.30 122, York rd, Westminster Bridge rd  
CRABBE, WALTER FERRIS, Merthyr Tydfil, Cycle Dealer  
Dec 7 at 12 Off Rec, County Court Hall, Merthyr  
Tydfil  
DOWNS, HANNAH, Stockport, Cheshire, Straw Dyer Dec  
7 at 11 Off Rec, 5 Vernon st, Stockport  
DUPLETT, CLARET FRANCIS, Kingsdown, Bristol, Clerk  
Dec 7 at 12 Off Rec, 26, Baldwin st, Bristol  
DUKE, HENRY, Stapenhill, Derby, Draper Dec 8 at 12  
Bankruptcy bldgs (Room 58), Carey st  
FOULKE, HARRY, Ripley, Derby, Grocer Dec 7 at 11.30  
Off Rec, 47, Full st, Derby  
FRENCH, THOMAS, Bedford Cycle, Agent Dec 7 at 3 Off  
Rec, The Parade Northampton  
GAUNT, ALBION HENRY, Llanidloes, Glam, Labourer Dec  
7 at 11 Off Rec, Government bldgs, St Mary st, Swan-  
sea  
GIBBS, ARTHUR MAY, Weston super Mare, Cabinet Maker  
Dec 7 at 11.45 Off Rec, 26, Baldwin st, Bristol  
GRANT, ALEXANDER, Low fields, Lincoln, Market Gardener  
Dec 9 at 12 Off Rec, 10, Bank -t, Lincoln  
GRIFFITH, ARTHUR LLOYD, Trefriw, Carnarvon, Solicitor  
Dec 9 at 3 Victoria Hotel, Llanrwst  
GUSTARD, THOMAS WILLIAM, Seaham Harbour, Durham,  
Grocer Dec 8 at 10 Off Rec, 3, Manor pl, Sunderland  
HARGREAVES, JOSHUA MARION, Gateacre, Lancaster Dec 7  
at 11 Off Rec, 35, Vic arisa, at Liverpool  
HAWKEN, CHARLES, Plymouth, Oil Merchant Dec 9 at  
3.30 7, Buckland ter, Plymouth  
HEDDEN, WILLIAM ARTHUR, Rpon, Yorks, Travelling  
Draper Dec 8 at 12 Off Rec, Court chmbrs, Albert rd,  
Middlesbrough  
HOOPER, ELLIOTT, Cromer, Boarding House Keeper Dec 8  
at 12.15 Off Rec, 36, Princes st, Ipswich  
HUGHES, JOHN, Llandudno, Butcher Dec 7 at 12 Crypt  
chmbrs, Eastgate row, Chester  
INMAN, CUTHBERT MARSHALL, Bedford row Dec 9 at 11  
Bankruptcy bldgs, Carey st  
JONES, CARL WILLIAM, Upton Park, Essex, Tobacco  
Dealer Dec 9 at 12 Bankruptcy bldgs, Carey st  
KENNEDY, EDWARD, Arundel st, Strand, Company Director  
Dec 9 at 1 Bankruptcy bldgs, Carey st  
LEWIS, MARK, Ombury, Worcester, Farmer Dec 14 at  
11.30 Off Rec, 11, Copenhagen st, Worcester  
LIGHT, EDWIN FRANK, Kilmington, Wilt, Haulier Dec 7  
at 12.30 Off Rec, 26, Baldwin st, Bristol  
LOGAN, FREDERICK LOGAN, Ascot, Berks Dec 9 at 12  
122, York rd, Westminster bridge rd  
MAJOR, ALBERT EUSTACE, Reading, Motor Factor Dec 9  
at 12 14, Bedford row  
MILLER, JOHN WILLIAM, Bedminster, Bristol, Carpenter  
Dec 7 at 12.15 Off Rec, 26, Baldwin st, Bristol  
MORGAN, TIMOTHY, Chepstow, Mon, Fishmonger Dec 7  
at 11 Off Rec, 144, Commercial st, Newport, Mon  
NADEN, FRANK, South Stockport, Cheshire, Fruiterer's  
Assistant Dec 7 at 11.30 Off Rec, 5, Vernon st, Stock-  
port  
NUNN, WILLIAM JAMES, Clacton on Sea, Accountant  
Dec 9 at 11 Cups Hotel, Colchester  
NETTALL, JOHN, Eochdale, Tinsplate Worker Dec 12 at  
11.30 Town Hall, Rochdale  
PARKER, JAMES, Blackburn, Wholesale Hardware Dealer  
Dec 7 at 11 County Court House, Blackburn  
PAYNTER, FRANCIS BEVILLE DEPOE, Cheltenham, Me-  
chanician Dec 10 at 3.15 County Court hldgs, Chel-  
tenham  
FRANK LOUIS, Birmingham Dec 7 at 11.30 Huskin chmbrs,  
191, Corporation st, Birmingham  
PERKY, WILLIAM ALFRED, Rhymney, Mon, Baker Dec 7  
at 11.30 Off Rec, 144, Commercial st, Newport, Mon  
PHILAN, WILLIAM MORTIMER, Kinghorn st, Smithfield,  
Provision Merchant Dec 8 at 12 Bankruptcy bldgs,  
Carey st  
RAMSDALE, WILLIAM ALMOND, Darlington, Barman Dec  
8 at 11.30 Off Rec, Court chmbrs, Albert rd, Middles-  
brough

REYNOLDS, RICHARD PHILIP, Dorking, Surrey, Cycle Agent  
Dec 8 at 12 122, York rd, Westminster Bridge rd  
FAXTON, JOHN ISADORE, Norwich, Glass Dealer Dec 7 at  
12 Bankruptcy bldgs, Carey st  
SEYMOUR, ELIZABETH, and CONSTANCE WEST, Cliftonville,  
Margate, Boarding House Keepers Dec 7 at 10.30  
Off Rec, 68A, Castle st, Canterbury  
SHEARING, ROBERT, St Margaret, Norfolk Dec 7 at 12.30  
Off Rec, 5, King st, Norwich  
SIMPSON, DAVID BARBARA, Gt Grimsby, Grocer Dec 7 at  
11 Off Rec, St Mary's chmbrs, Gt Grimsby  
SIMPSON, HENRY, Kingston upon Hull Dec 8 at 11 Off  
Rec, York City Bank chmbrs, Lowgate, Hull  
SIZER, GEORGE LEWIS, Newport, Middlesbrough, Coal  
Merchant Dec 8 at 11.45 Off Rec, Court chmbrs,  
Albert rd, Middlesbrough  
SMITH, BEN, Lee Mount, Halifax, Hay Dealer Dec 7 at  
10.45 County Court, Prescott st, Halifax  
VAUGHAN, LIONEL GEORGE WILLIAM, Gillingham, Kent  
at 3.45 115, High st, Rochester  
VON HOFFMAN, A. W., Northumberland av Dec 8 at 11  
Bankruptcy bldgs, Carey st  
ZARENSKI, PAULINE, Neath, Wall Paper Merchant Dec  
7 at 11.30 Off Rec, Government bldgs, St Mary's st,  
Swansea

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